

EXHIBIT B

Declaration of Wilbur Johnson

Nelson L. Bruce

v.

Pentagon Federal Credit Union, et al.

Case No.: 2:22-cv-2211-BHH-MGB

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

NELSON L. BRUCE,

Plaintiff,

V.

PENTAGON FEDERAL CREDIT UNION,
 (“PENFED), et al.,

Defendants.

Case No.: 2:22-cv-02211-BHH-MGB

**DECLARATION OF WILBUR E. JOHNSON IN SUPPORT OF
DEFENDANT TRANS UNION LLC'S MOTION FOR SUMMARY JUDGMENT**

I, Wilbur E. Johnson, am over eighteen (18) years of age, am of sound mind, and I am fully competent to make this Declaration. The statements contained herein are based on my personal knowledge and are true and correct. Accordingly, under penalty of perjury, I declare, and state as follows:

1. I am an attorney at the law firm of Clement Rivers, LLP, located at 25 Calhoun Street, Suite 400, Charleston, South Carolina 29401. I am an attorney representing Defendant Trans Union LLC (“Trans Union”) in the above-referenced and numbered cause (the “Lawsuit”).:

2. I have personal knowledge of the facts stated herein based upon my experience with this Lawsuit. I submit this declaration in support of Trans Union's Motion for Summary Judgment in the above-captioned matter. The facts set forth herein are based upon my personal knowledge, and information available to me in the above-mentioned capacities; and if I were called upon to testify to them, I could and would competently do so.

3. A true and correct copy of the transcript (relevant excerpts; 21:20-24 – 287:15-20) of the deposition of Plaintiff Nelson L. Bruce, dated June 10, 2024, are attached hereto as **Exhibit B-1**.

4. A true and correct copy of Plaintiff's Second Supplemental Responses to Trans Union's First Set of Interrogatories (relevant excerpts) are attached hereto as **Exhibit B-2**.

5. A true and correct copy of Plaintiff's Initial Disclosures (relevant excerpts) are attached hereto as **Exhibit B-3**.

6. A true and correct copy of the Confidential Settlement and Release Agreement is attached hereto as **Exhibit B-4**.

7. Pursuant to 28 U.S.C. §1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 11th day of April 2025, at Charleston, South Carolina.

s/ Wilbur E. Johnson

WILBUR E. JOHNSON

EXHIBIT B-1

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

— — —

NELSON L. BRUCE, :

$$\vdots$$

Plaintiff, :

$$\vdots$$

VS. :

•

REV FEDERAL CREDIT :

$$\vdots$$

LLC, et al., :

$$\vdots$$

Defendants. : NO. 2:22-cv-01292-BHH-MGB

— — —

MONDAY, JUNE 10, 2024

— — —

Oral deposition of NELSON L. BRUCE,
taken remotely via Zoom, at South Carolina,
commencing at 10:00 a.m., by Kimberly A. Rue,
a Registered Professional Reporter, New Jersey
Certified Court Reporter (Certificate No.
30X100223500), and Notary Public.

— — —

VERITEXT LEGAL SOLUTIONS
MID-ATLANTIC DIVISION

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1 Q. Does this look like your
2 signature at the bottom?

3 A. I can't tell.

4 Q. Okay. Do you usually write "No
5 Protest" at the bottom of your signature?

6 A. That looks like similar to what
7 I wrote.

8 Q. Okay. When you typically sign
9 your name do you write UCC 3-402(b)?

10 A. I do.

11 Q. When you typically write your
12 signature do you write "No Protest" somewhere
13 around your signature?

14 A. It depends on the document yes,
15 I do.

16 Q. So a document like this, a
17 promissory note, would you write "No Protest"
18 on something like this?

19 A. Yes.

20 Q. Okay. Great. Can you tell me
21 what this document appears to be?

22 A. Some promissory note.

23 Q. For a purchase of BMW 7 series,
24 correct?

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1 A. I believe. I don't know.

2 Q. Do you own a BMW 7 series?

3 A. Yes.

4 Q. Okay. And do you recall when
5 you purchased this vehicle?

6 A. I see a date that says 2016, so
7 I am assuming around that time.

8 Q. So you would agree that it was
9 around April of 2016?

10 A. Yes.

11 Q. Okay. So your loan to purchase
12 this vehicle was with Pentagon Federal Credit
13 Union, correct?

14 A. Correct.

15 Q. Do you see the account numbers
16 ends in 3-81-2, correct?

17 A. Yes.

18 Q. And the amount financed on this
19 loan is \$33,478, correct?

20 A. Based on what I am seeing,
21 correct.

22 Q. Okay. It might be a little
23 difficult to read, but I am going to zoom in.
24 Let me know if you cannot see it. Do you see

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1 right here where it says, "I promise to pay
2 Pentagon Federal Credit Union or holder the
3 amount financed stated above on the terms and
4 at the rate stated," correct?

5 A. Based on what I am reading,
6 yes.

7 Q. Okay. And right below it says,
8 "Repayment. I will make payments to you as
9 stated above which will include the amount you
10 loan to me, finance charge, and insurance if
11 applicable until the full amount has been
12 paid," correct?

13 A. Based on what I am looking at,
14 that's what it says.

15 Q. Okay. And on Page 2, on the
16 second page under default and repossession, it
17 says, "I will be in default if I do not make a
18 payment when due," correct?

19 A. That's what it says, yep.

20 Q. Can you tell me, what does that
21 mean to you?

22 A. I guess you would be in default
23 if you don't make a payment.

24 Q. Okay. When due, correct?

1 A. Correct.

2 Q. Okay. Then the last section I
3 want to bring to your attention is right here,
4 taking possession of the collateral, "If I am
5 in default you can take the collateral." Did
6 I read that correctly?

7 A. That's what it says.

8 Q. Okay. Did you make any
9 payments on this vehicle loan?

10 A. I believe there was multiple
11 payments.

12 Q. At some point did you stop
13 making payments on this vehicle loan?

14 A. Yes.

15 Q. Why did you stop making
16 payments on this account?

17 A. Because they were already in
18 possession of the payment.

19 Q. What payment?

20 A. The payment, this note, or the
21 original note, wherever the original note is
22 at.

23 Q. Did you pay to Pentagon Federal
24 \$33,478?

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1 A. That needs to be determined
2 based on their financials. I don't have a
3 copy of their financials, so I can't answer
4 that.

5 Q. Well, you just referenced a
6 payment, or the payment, right?

7 A. Yes.

8 Q. So how much was the payment in
9 the amount of?

10 A. The promissory note is the
11 payment according to the law.

12 Q. What law?

13 A. The Federal Reserve Act. It's
14 in the Complaint.

15 Q. So you're saying that the
16 Federal Reserve Act -- can you summarize that
17 for me, actually?

18 A. The Federal Reserve Act?

19 Q. Or the law and how the law
20 allows the promissory note to act as payment.

21 A. So according to the Federal
22 Reserve Act, the Federal Reserve Act says that
23 notes are considered payment and they are
24 backed by Federal Reserve Notes. So if I gave

1 the bank a promissory note, they can deposit
2 that and get Federal Reserve notes, which is
3 what I believe that they did.

4 Q. Let me know if I have this
5 incorrect. So you are saying that because you
6 signed this document the Federal Reserve Act
7 is supposed to give PenFed money on your
8 behalf and pay for you to own this BMW?

9 A. The law says it's issued to the
10 banks, so I need a copy of the bank's
11 financials to prove that information, but the
12 law says what it says.

13 Q. Okay. So when you signed this
14 document right here, when you signed this
15 document did you ever intend to pay back the
16 amount financed?

17 A. Yes.

18 Q. Okay. But at some point you
19 stopped paying that back?

20 A. To the extent that I found out
21 that the note was actually the payment.

22 Q. When did you find that out?

23 A. I can't recall any exact dates.

24 Q. Was it before 2016?

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1 A. I can't recall.

2 Q. Okay. Could it have been
3 before 2016?

4 A. I can't recall.

5 Q. Okay. How did you find out?

6 A. Just looking up through the
7 law.

8 Q. Can you hold on one moment for
9 me?

10 A. Sure.

11 - - -

12 (Off the record)

13 - - -

14 BY MS. JAMES:

15 Q. Thank you so much. Can you see
16 this document, Mr. Bruce?

17 A. Yes.

18 Q. Do you recognize this document?

19 A. I can't say if I do or if I
20 don't. It looks like from 2016, so I can't
21 recall.

22 Q. Okay. Let me know if you
23 cannot read it. Can you briefly read this
24 first paragraph.

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1 A. "In accordance with the terms
2 of the promissory note and security agreement
3 for the account identified above, which
4 includes the above-referenced property,
5 Pentagon Federal Credit Union, the present
6 holder and owner of the note is now entitled
7 by law to repossess the property because of
8 the above amount in default by you. You, the
9 borrower, are in breach of the performance of
10 your agreement and/or in the discharge of your
11 liability to Pentagon Federal Credit Union."

12 Q. And you will see that the
13 account number ends in 3-81-2, correct?

14 A. Correct.

15 Q. And that it's for a 2010 BMW 7
16 series?

17 A. Correct.

18 Q. It notes a payoff amount of
19 \$31,123.64, correct?

20 A. Correct.

21 Q. So the second paragraph also
22 notes, "Notice is hereby given that Pentagon
23 Federal Credit Union will repossess the
24 property on or after 21 days from the above

1 date unless the account is paid up to date by
2 payment of the amount shown above as the
3 amount in default or paid in full." Did I
4 read that correctly?

5 A. Yes.

6 Q. Did you ever pay the amount of
7 default noted above?

8 A. I can't recall if I did or if I
9 didn't.

10 Q. Okay. What do you understand
11 this document to mean? What is this document
12 telling you that PenFed is going to do?

13 A. Can repossess the vehicle.

14 Q. If you do not pay the amount of
15 default, correct?

16 A. Correct.

17 Q. Do you recognize this document?

18 A. 2017, I don't recall.

19 Q. You see that the account number
20 ends in 3-81-2 and it is addressed to yourself
21 at [REDACTED] Pavilion Street in Summerville, South
22 Carolina?

23 A. Okay.

24 Q. Can you read this highlighted

1 sentence, this last sentence the second
2 paragraph starting with "Further."

3 A. "Further, your account will be
4 subject to charge-off and reported as such to
5 the credit reporting agencies in accordance
6 with federal law."

7 Q. So this is September 14, 2017
8 that this letter was sent to you. Did you
9 ever respond to this letter?

10 A. I don't recall if I did.

11 Q. Okay. And also you will note
12 loan balance in the amount of \$31,794.99,
13 correct?

14 A. That's what it says.

15 Q. Okay. And after receiving this
16 letter did you ever pay to PenFed the amount
17 in default?

18 A. I don't recall.

19 Q. Do you recall ever paying to
20 PenFed the payoff amount?

21 A. I don't recall, only to the
22 extent that, like I said, the note is the
23 payment.

24 Q. So it's safe to say you didn't

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1 make any further payments on this account to
2 Pentagon Federal Credit Union?

3 A. I didn't make any additional
4 payments.

5 Q. But by this letter you knew
6 that if you did not make any additional
7 payments that the Pentagon Federal was going
8 to continue to report to the consumer credit
9 reporting agencies the fact that you did not
10 make any additional payments, correct?

11 A. Correct.

12 Q. I was reading this document and
13 I had a couple of quick questions about it.
14 First of all, do you recognize this document?

15 A. Those are some years ago. So I
16 don't recall all that stuff.

17 Q. It is document dated
18 October 19, 2017 from you to Pentagon Federal
19 Credit Union.

20 A. Okay.

21 Q. It appears to have been sent by
22 certified mail. The first sentence of the
23 second paragraph reads, "Throughout the time
24 frame of August of 2017 to the present day

1 your company has repeatedly contacted me/us."
2 Who is us? Who are you referring to when you
3 say us?

4 A. That's me or us, basically. So
5 I am assuming that would be me.

6 Q. Is there any other person that
7 you are referring to when you say us?

8 A. I don't recall.

9 Q. Okay. The third paragraph
10 reads, "Such conduct from your company has
11 caused me to suffer severe humiliation and
12 embarrassment, emotional distress, and
13 physical discomfort." Can you explain to me
14 what severe humiliation and embarrassment,
15 emotional distress and physical discomfort you
16 experienced?

17 A. I don't recall from 2017. That
18 was a minute ago.

19 Q. So suffice to say that you do
20 not presently suffer any humiliation and
21 embarrassment, emotional distress and physical
22 discomfort?

23 A. I don't recall from 2017. My
24 issues are what happened in the Complaint.

1 Q. Could you say the last part
2 again?

3 A. I said I don't recall from
4 2017. My issues are from what I have in my
5 Complaint and it's from 2017.

6 Q. Okay. So the issues as
7 discussed in this letter have resolved?

8 A. I can't recall that.

9 Q. But you don't experience them
10 presently, right?

11 A. Well, it's not in my report no
12 more, so I don't experience it, no.

13 Q. What report are you referring
14 to?

15 A. My consumer report.

16 Q. Did you ever have a personal
17 line of credit account with PenFed?

18 A. Yes.

19 Q. And the last four numbers on
20 that personal line of credit are 6-77-0. I am
21 reading that from your consolidated statement
22 for the period of November 13, 2016 through
23 December 15, 2016. Did I read that correctly

24 A. Yes.

1 Q. Okay. Do you recognize this
2 document?

3 A. I don't recall it, but I
4 probably seen something similar to it.

5 Q. Could you say that again. I
6 didn't hear you.

7 A. I said it's 2016, so I don't
8 recall.

9 Q. Sure. Did you receive PenFed
10 statements electronically or through the mail?

11 A. I believe PenFed never sent any
12 statements.

13 Q. What was that?

14 A. I don't believe PenFed ever
15 sent any statements.

16 Q. Let's go back to 2016. Did you
17 receive them electronically or through the
18 mail?

19 A. I don't recall.

20 Q. Okay.

21 A. Think I have online access, so
22 I really haven't been checking them, like, at
23 that time. If they sent it it was probably
24 online.

1 Q. Does PenFed have an app that
2 you can log in and check your statements?

3 A. I don't recall. I don't think
4 I ever had an app for them.

5 Q. So you would go on your
6 computer or your phone and type in PenFed and
7 log in with your credentials?

8 A. Yes.

9 Q. Okay. What do you use this
10 personal line of credit for?

11 A. It's no longer available so I
12 don't use it at all, no.

13 Q. What did --

14 A. It was real estate stuff more
15 than likely.

16 Q. You said real estate?

17 A. Yeah. Probably some sort of
18 expenses, but I don't recall what I used it
19 for at this time.

20 Q. Was this more of a business
21 line of credit?

22 A. I don't recall right now what I
23 used it for.

24 Q. Okay. Did you make payments to

1 PenFed on this account?

2 A. I believe I did.

3 Q. Did you stop making payments to
4 PenFed on these accounts?

5 A. Yes.

6 Q. And why did you stop making
7 payments to PenFed on these accounts?

8 A. I don't recall.

9 Q. Earlier you said that you
10 stopped making payments on your vehicle
11 because the promissory note serves as tender,
12 correct?

13 A. That was one of the reasons. I
14 know I sent some communications to them to
15 verify certain things, but they never
16 responded. So I believe that might have been
17 mostly my reason why not making certain
18 payments.

19 Q. And you said that it was the
20 Federal Reserve that allowed a note that you
21 signed to serve as tender? Did I say that
22 correctly?

23 A. Yes, that's pretty much the
24 gist of it.

1 Q. And you said you weren't sure
2 when you discovered that information, correct?

3 A. Correct.

4 Q. Okay. But you know that now?

5 A. Yes.

6 Q. Okay. So let's say you sign
7 another promissory note. You say that you
8 have been attempting to get another credit
9 card or increase your credit limits on credit
10 cards, correct?

11 A. Yes.

12 Q. Okay. So you know this
13 information now. Are you still signing
14 promissory notes that say that you will pay
15 these financial institutions back?

16 A. I believe this was the last
17 promissory note that I signed.

18 Q. So you haven't signed any
19 promissory notes since 2016.

20 A. Not that I can recall.

21 Q. Okay. But you're attempting to
22 open new credit cards; is that correct? Did I
23 read your Amended Complaint correctly, that
24 you are maintaining that you're unable to open

1 new accounts?

2 A. Correct.

3 Q. Okay. So had you been able to
4 open these accounts you would have signed a
5 promissory note likely with one of these
6 financials institutions saying that you will
7 pay them back fully knowing that you wouldn't
8 pay them back? Did I say that correctly?

9 A. No. It is vague how you
10 saying, knowing that I won't pay them back.
11 They already being paid.

12 Q. Well, the promissory note here
13 says that you would pay the full amount, the
14 full pay-off amount, correct, and you would
15 make payments to PenFed, correct?

16 A. Yeah, but the issues in the
17 Complaint it's not about how I am going to pay
18 them back. The issues is about how you all
19 violated the law. I am not sure how this
20 pertains to that.

21 Q. It goes to PenFed's defenses
22 against your claims in the count. If you can
23 just answer the questions as you can. I know
24 they are a little bit complicated, but I know

1 that you have a lot of experience in this. If
2 you don't understand what I am saying or if
3 it's too vague, please let me know, because I
4 definitely ask some terrible, terrible
5 questions.

6 A. No problem. Repeat the
7 question and I will go back to it.

8 Q. Great. Well, I will restate
9 the question. We'll get to your Third Amended
10 Complaint in a second. Let's finish with this
11 over here.

12 A. Yeah.

13 Q. I appreciate it. Thank you.

14 A. No problem.

15 Q. Do you recognize this document?

16 A. I don't recall.

17 Q. Okay. This is an August 29,
18 2017 letter sent to yourself at the address
19 stated as [REDACTED] Pavilion Street, Summerville,
20 South Carolina. This is an account ending in
21 6770. Let's double-check that I have this.
22 This is still the personal line of credit.
23 This account number 6770 is still your
24 personal line of credit?

1 A. I believe so.

2 Q. Okay. Take a minute to read
3 this to yourself. Once you're done reading
4 could you just tell me, what do you understand
5 this document to mean?

6 A. That it would be sent to
7 collections, it looks like.

8 Q. And it also says, again,
9 "Further, your account will be subject to
10 charge-off and reported as such to consumer
11 credit reporting agencies in accordance with
12 federal law," correct?

13 A. Correct.

14 Q. Did you ever pay the \$4,432.21
15 in U.S. dollars to PenFed?

16 A. I don't think -- at this time I
17 don't recall whether I did or not.

18 Q. Okay. Do you recall making any
19 further payments on this account to PenFed in
20 U.S. dollars?

21 A. I recall making additional
22 payments at some point, yes.

23 Q. So after August 29, 2017 you're
24 saying that you did make additional payments

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1 to Pentagon Federal Credit Union on this
2 account?

3 A. No, I am not saying that in
4 August of 2017. I am saying I made additional
5 payments to the account.

6 Q. Okay. My question was not
7 clear. I'm sorry. After August 29, 2017 did
8 you make any further payments to PenFed on
9 this account in U.S. dollars?

10 A. No, I don't recall making any
11 additional payments.

12 Q. Okay. Did you ever have a
13 credit card with PenFed?

14 A. Yes.

15 Q. Okay. Could you tell me what
16 credit card that was?

17 A. I believe that's it on the
18 screen ending in 1336.

19 Q. You recognize this document?

20 A. I recognize the end of the
21 number.

22 Q. The account number ended in
23 1336?

24 A. Correct.

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1 Q. Okay. I am showing you a
2 May 2016 statement.

3 A. Okay.

4 Q. Do you recall making any of
5 these purchases? I know it was some time ago.
6 Does this look familiar?

7 A. Yeah, I don't recall.

8 Q. Do you contest that this
9 account belongs to you? I'm assuming no, but
10 just double-checking.

11 A. No.

12 Q. Did you make payments to PenFed
13 on this PenFed account?

14 A. I made additional payments,
15 yes.

16 Q. Okay. At some point did you
17 stop making payments to PenFed on this
18 account?

19 A. I believe I stopped making
20 additional payments, correct.

21 Q. Do you know if there was a
22 remaining balance on this account at the time
23 you stopped making payments?

24 A. I believe there was still

1 alleged balance due on this there.

2 Q. Why did you stop making
3 payments on this account?

4 A. I don't recall.

5 Q. Did you just decide that you
6 didn't want to make any more payments?

7 A. I don't recall. It was 2016,
8 so -- or '17, whichever date that was the last
9 payment.

10 Q. Well, you're disputing, are you
11 not, that you don't owe this account -- that
12 you don't owe on this account?

13 A. Yes.

14 Q. Okay. So my question is: Why
15 did you not make any payments on this account?
16 Why did you stop making payments on this
17 account?

18 A. And you're referring to the
19 2016?

20 Q. No. Just in general, why did
21 you stop making payments on this account?

22 A. I don't recall.

23 Q. Okay.

24 A. Like I said before, I sent in

1 some paperwork. They just don't want to
2 respond to anything.

3 Q. Could you say that one more
4 time?

5 A. I think I sent in some
6 paperwork and they just don't want to respond
7 to anything. That may have been a reason. I
8 don't recall, but it's been a minute now.

9 Q. Okay. We will get back to
10 that. Mr. Bruce, I am showing you your
11 Interrogatory answers to Pentagon Federal
12 Credit Union.

13 A. Okay.

14 Q. They are dated last week. Do
15 you recognize this document as your answers to
16 Interrogatories?

17 A. Yes.

18 Q. Answer to Interrogatory Number
19 1 references Burnie Majeed. Am I pronouncing
20 that correctly?

21 A. Correct.

22 Q. Who is Bernie Majeed.

23 A. It's a friend of mine.

24 Q. How do you know Mr. Majeed?

1 A. I don't recall how we met. I
2 just knew him for a few years.

3 Q. What information does Mr.
4 Majeed know about this Complaint, about the
5 allegations in your Complaint?

6 A. He doesn't have anything to do
7 with the allegations in the Complaint. Only
8 thing he knows is about the copy of the report
9 that I filed with my Complaint as an exhibit.
10 I think I referenced the exhibit in there. It
11 was F-4, yes. That's probably of his consumer
12 report showing that PenFed was reporting his
13 accounts accordingly.

14 Q. Does this appear correct?

15 A. No, that's not -- is that --

16 Q. This is F-4?

17 A. Yes. Yes, that's it.

18 Q. So you're saying that this is
19 Mr. Majeed's account?

20 A. That is his account, correct.

21 Q. Did you have his permission to
22 file this document?

23 A. He was aware.

24 Q. Okay. Can you tell me a little

1 bit more about your discussions with Mr.
2 Majeed?

3 A. I just asked him pretty much of
4 how they were reporting his account and this
5 is what he provided when they sold his
6 account.

7 Q. Did he -- sorry. Go ahead.

8 A. He just told me how it was
9 reporting and then I asked for a copy of it
10 and I posted it in here, because this shows
11 exactly how they are required to report and
12 that they know that they are required to
13 report it this way when an account has been
14 transferred or sold to a third party.

15 Q. Did Mr. Majeed stop making
16 payments to PenFed on his credit card account?

17 A. I have no knowledge of what he
18 has done with his account.

19 Q. So you're not sure whether or
20 not he stopped making payments? You're not
21 sure? You don't have any relevant facts about
22 his account?

23 A. I just know how they are
24 reporting it after it's been sold or

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1 transferred to a third party, which is a copy
2 of what this shows.

3 Q. Your answer to Interrogatory
4 Number 2 references several letters that you
5 sent to PenFed. It specifically references a
6 January 28, 2021 letter that you mailed to
7 PenFed disputing all three PenFed accounts and
8 billing errors, correct? Mr. Bruce, let me
9 know when you are done reading this.

10 A. You can go ahead.

11 Q. I am looking for clarification.
12 Your January 28, 2021 letter disputes three
13 PenFed accounts and billing errors, correct?

14 A. Correct.

15 Q. Okay. The three PenFed
16 accounts, are those the three PenFed accounts
17 that we just discussed?

18 A. Correct.

19 Q. Okay. This is your January 28,
20 2021 letter. It redacts the account numbers
21 but shows the amounts in suit and we have
22 agreed that these account numbers are the
23 vehicle loan, the personal line of credit, and
24 the credit card, correct?

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1 A. Correct.

2 Q. Because all of the last four of
3 the account numbers are the same 8102, 1336,
4 and 6770?

5 A. Correct.

6 Q. Got it. Okay. Great. Is this
7 the first letter that you sent to PenFed
8 disputing these accounts?

9 A. I think it's the first letter I
10 sent disputing this one.

11 Q. And you're disputing the
12 amounts for all three accounts, correct?

13 A. Correct.

14 Q. Your letter says that there is
15 a billing error. What is the billing error
16 with these three accounts?

17 A. I would assume it's the credits
18 that they have received related to this
19 account -- these accounts that they have not
20 applied to the account.

21 Q. What credits?

22 A. They've claimed that they
23 charged it off, so there is credits related to
24 what they received from the IRS when they

1 filed their taxes, it's credits that they
2 received from the Federal Reserve when they
3 pledge it to the Federal Reserve.

4 Q. When they pledge it to the
5 Federal Reserve?

6 A. Yes. It's the same thing as
7 depositing. The thing I said before about the
8 promissory note, depositing the loan, the
9 promissory note.

10 Q. I am just trying to understand
11 this. So you're saying that you stopped
12 making payments on these three accounts and
13 that you don't owe those amounts back because
14 there should have been credits by the IRS and
15 from taxes that should have been applied to
16 your account? Did I get that correctly?

17 A. That's about right.

18 Q. Okay. Can you tell me why do
19 you think that there should be credit applied
20 to these accounts?

21 A. Well, the credits wouldn't have
22 existed without the instruments that they
23 received from them.

24 Q. You mean the credits wouldn't

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1 have existed if you didn't stop making
2 payments on the loans?

3 A. It's still a credit. I am not
4 sure what you mean by that, but it's still a
5 credit that they receive. So whatever they
6 receive as it relates to this account should
7 be applied to this account.

8 Q. Does PenFed get the credit if
9 you continue making payments on these
10 accounts?

11 A. They apply for the credit -- it
12 depends on where they apply for the credit.

13 Q. Are you saying that PenFed
14 applied for a credit?

15 A. Yeah, if they went to the
16 Federal Reserve they applied for a credit. If
17 they filed on their taxes they automatically
18 received the credit.

19 Q. And how do you know that they
20 filed anything for any credits or anything on
21 their taxes related to your accounts?

22 A. Well, that's going to be with
23 discovery. But, also, according to what I see
24 with their policies, they have allowance for

1 loan or lease losses account, which is a
2 reserve account which is charged off to that
3 account.

4 Q. Do you -- sorry?

5 A. So regardless, they receive --
6 there is a debiting and crediting transaction
7 related to these accounts. But further, there
8 is more that they failed to document on the
9 accounts as well.

10 Q. What policy are you referring
11 -- before you referred to a PenFed policy.

12 A. Yes.

13 Q. What policy is that?

14 A. As mentioned, I said, the
15 allowance for the loan or lease loses.

16 Q. I looked that up. Is that an
17 accounting principle?

18 A. It's an accounting principle,
19 but it's an account as well.

20 Q. Okay. I'm sorry. You said
21 something that this was an additional or there
22 were more errors in the accounting of the
23 account. Did I get that right? I forgot what
24 I said. You said that there were other

1 errors, correct?

2 A. I said there is a billing
3 error. They failed to credit the account.

4 Q. So you're saying failed to
5 credit the account. Were there other billing
6 errors?

7 A. I'm not sure. I have to read
8 it.

9 Q. Okay.

10 A. Those were the ones I can
11 remember off the top. I can't recall the
12 others at that point without reviewing
13 everything, but regardless, they still apply.

14 Q. Okay. Sorry. I'm looking at
15 this. It says the billing error right here is
16 limited, underlined, to your failure to credit
17 my account for credits received as explained
18 herein and is not to be construed as alleging
19 anything else. Did I get that correct?

20 A. That's what it reads. I
21 believe so.

22 Q. Your Interrogatory also
23 references a letter dated March 12, 2021.
24 That's right here. So is this the letter that

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1 you were referring to in your Interrogatory
2 response?

3 A. March, yes.

4 Q. Okay.

5 A. Right.

6 Q. We are referring to the same
7 three Pentagon federal credit accounts ending
8 in 8102, 1336, and 6770.

9 A. Correct.

10 Q. Okay. And so you are still
11 disputing the amounts of the three PenFed
12 accounts here?

13 A. Correct.

14 Q. Okay. I am also showing to you
15 your letter dated April 4, 2022. Do you
16 recognize this document?

17 A. Yes.

18 Q. What is the purpose of this
19 request for accounting?

20 A. To have them validly verify and
21 authenticate the accounting on this account.

22 Q. What would verification of the
23 accounting do? What information --

24 A. It would verify whether there's

1 actually a balance there.

2 Q. But earlier you said that you
3 had access to your PenFed account online,
4 correct?

5 A. That was back in 2016. That
6 was the document. I don't have access at this
7 time, no.

8 Q. So you're saying after 2016 you
9 didn't have access to a PenFed account?

10 A. I don't recall exactly when,
11 but that 2016 document that you referenced, I
12 was speaking towards that, which I did have
13 access.

14 Q. When did you stop having access
15 to your PenFed accounts?

16 A. Probably around 2017. I don't
17 recall, but probably around that time frame.

18 Q. Did you log onto your PenFed
19 account in 2022 in order to see if you had
20 access to your account statements?

21 A. I want to say I tried. I can't
22 recall. I wasn't able to get in for some
23 reason. But I don't 100 percent recall
24 whether I did or not. I think I might have

1 tried and just didn't try no more after that.

2 Q. So this is your letter dated
3 April 4, 2022. I am showing you a letter
4 dated April 11, 2022 from PenFed to yourself.
5 Do you recognize this letter?

6 A. Yes.

7 Q. Can you briefly summarize what
8 this letter is informing you of? If you need
9 a minute. Just read it to yourself briefly.

10 A. Basically, it's saying that
11 they going to report to the credit bureaus and
12 that accounts -- certain accounts have been
13 transferred and sold to third parties.

14 Q. Did you read here in this
15 second paragraph, it says "Your dispute of
16 this and other obligations to PenFed were
17 previously investigated and we promptly
18 responded to your prior correspondence
19 multiple times. In this correspondence we
20 provided evidence substantiating the
21 obligations." Did I read that correctly?

22 A. Yes, that's what it says, but
23 this was one letter and most of the other
24 correspondences were one letter. So I don't

1 recall what they referring to as far as what
2 they substantially owe -- provided evidence
3 of. So this is a general letter that they
4 usually send. They don't send any
5 correspondence with that.

6 Q. Well, in the third paragraph it
7 references all three of your accounts and it
8 says, "Please be advised that your used
9 vehicle loan ending in 3812, personal line of
10 credit ending in 6770, and Visa Platinum card
11 ending in 1336 referenced in your
12 correspondence with PenFed are legally
13 established debts for which you are liable to
14 repay," correct?

15 A. Yeah. And it says legally.

16 Q. And it also says, "Having
17 validated your obligations owed PenFed will
18 continue to report payments received in
19 relation to when due as required by the Fair
20 Credit Reporting Act," correct?

21 A. That's what it says.

22 Q. Okay. It further says,
23 "Similar claims and demands will be considered
24 frivolous and will be ignored as allowed for

1 under the FCRA." Did I read that correctly?

2 A. That's what it says.

3 Q. Do you have any documents that
4 show that the three accounts referenced in
5 this letter are not legally established debts?

6 A. There's a difference between
7 legally and lawfully. So they can say legally
8 all they want, but it's not lawfully.

9 Q. Can you tell me the difference?

10 A. Legally they referring to --
11 well, I don't know what they referring to
12 because they don't specify what they referring
13 to by legally, but lawfully it would apply to
14 how they obtain this -- the loan that they
15 claim they provided me.

16 Q. Okay. But earlier you agreed
17 that PenFed did provide you these loans and we
18 also saw promissory note that you signed.

19 A. Yeah, but they are referencing
20 legally. I have not referenced legally or
21 not. I just said that they provided certain
22 loans.

23 Q. But you don't dispute that you
24 took out these three loans and made purchases

1 using these three loans, correct?

2 A. Correct.

3 Q. Okay. And you don't dispute
4 that you didn't pay the full remaining balance
5 on the three loans back to PenFed, correct?

6 A. I don't recall that, because I
7 don't have a copy of their financials based on
8 what they have done on the back end.

9 Q. Okay. Well, let's not talk
10 about what PenFed did. Let's just talk about,
11 you made a purchase and you did not pay in
12 U.S. dollars PenFed back for that purchase,
13 correct?

14 A. To the extent that I know now
15 that my notes constitute as payment, I have to
16 deny that, that they have been paid.

17 Q. Did you pay PenFed back in U.S.
18 dollars for the expenses that you made on
19 these three accounts?

20 A. Well, if they asked me to pay
21 in a specific amount of money, that's against
22 public law. So as long as they received
23 medium of change they have received payment.

24 Q. That's not my question. My

1 question is, in U.S. dollar, so, like, an
2 actual dollar, like, a green bill, did you
3 pay --

4 A. That's --

5 Q. -- in U.S. dollar or by an
6 electronic funds transfer, did you pay PenFed
7 in U.S. dollars for these three accounts?

8 A. You asked me did I pay in those
9 specific -- I don't recall how it's paid. I
10 don't see where the agreement shows U.S.
11 dollars of that payment.

12 Q. So you are saying that the
13 agreement doesn't require you to pay your
14 loans in U.S. dollars?

15 A. I don't recall what it asked to
16 pay in the loans. They got paid. I am pretty
17 sure they should be accepting the payment.

18 Q. I am asking, is that your
19 interpretation of the promissory note?

20 A. Yes.

21 Q. Is that your interpretation of
22 how you're supposed to pay back your personal
23 line of credit and your credit card?

24 A. I guess I am not understanding

1 the question.

2 Q. Sure. That was a terrible
3 question. I'm sorry. Is it your
4 understanding that you did not have to pay
5 PenFed back for the amounts owed on the
6 personal line of credit and the credit card,
7 that you didn't have to pay them back in U.S.
8 dollars?

9 A. Yeah, I don't recall it being a
10 specific amount -- a specific form of payment,
11 so no, I can't recall that.

12 Q. I am showing you a document.
13 It's dated May 9th, 2017 and it shows -- it
14 says it's from Nelson Bruce, yourself, to
15 PenFed. It is an account number ending in
16 3812. It shows a check in the amount of
17 40,000 U.S. dollars payable to PenFed Credit
18 Union and it appears to possibly have your
19 signature on it. Do you recognize this
20 document?

21 A. I don't recall, but it looks
22 like it says money order.

23 Q. You're right, money order. Do
24 you recognize this document?

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1 A. I don't recall. It's 2017, so
2 I have to go back, but -- yeah, I don't
3 recall.

4 Q. Does this look like a money
5 order that you typically make payments using?

6 A. I don't recall.

7 Q. I am just looking up here. It
8 says, "The Nelson Bruce Estate, a Foreign
9 State UNCITRAL and without the United States,
10 [REDACTED] Pavilion Street, Summerville, the Republic
11 of South Carolina State." Did I read that
12 correctly?

13 A. That's what it says.

14 Q. Okay. It is your contention
15 that you may not have signed this money order?

16 A. I don't recall. These are
17 copies anyway, so I don't -- I don't --

18 Q. Is it your contention that
19 someone else might have submitted this on your
20 behalf.

21 A. I don't recall when that was
22 done.

23 Q. I am not asking when it was
24 done. I am just asking if you think someone

1 else might have been using your name and
2 submitting this document to Pentagon Federal
3 Credit Union for payment?

4 A. I might have sent it. I just
5 don't recall at this point.

6 Q. Okay. So does this document,
7 this money order look like something you may
8 have sent, maybe not here but in general?

9 A. That's a possibility.

10 Q. Do you know what the Nelson
11 Bruce Estate, a foreign state UNCITRAL, et
12 cetera, what that is? Is that a bank?

13 A. I assume it's referring to an
14 estate.

15 Q. Does the estate have \$40,000 in
16 it?

17 A. I don't recall. This is, like
18 December of 2017, so I don't recall anything.

19 Q. Do you still make payments
20 using a money order that looks like this in
21 2024?

22 A. I don't believe so.

23 Q. Okay. So at some point you
24 stopped drafting money orders that appear to

1 be from the Nelson Bruce Estate?

2 A. I don't recall, like I said.

3 Q. Okay. But you do recall using
4 something similar to this money order at some
5 point?

6 A. I believe I had something
7 similar, yes.

8 Q. What was your intention in
9 providing a money order like this to an entity
10 to whom you, I assume, wanted to pay?

11 A. I'm assuming it was to set off
12 whatever balance that they claim. I'm not
13 sure.

14 Q. So where was this money coming
15 from. I see the \$40,000 right here. Was
16 there \$40,000 in a bank?

17 A. I don't recall and I assume it
18 looks like it is an exchange in a way.

19 Q. So what bank?

20 A. If I were to say anything about
21 it I would say it would be the same thing as
22 the Federal Reserve, because they accept bills
23 or exchange as well.

24 Q. You just drafted this money

1 order and there wasn't \$40,000 in the bank
2 that you were actually going to provide to
3 Pentagon Federal Credit Union; is that
4 correct?

5 A. I don't recall.

6 Q. Okay. At the time that you
7 submitted a money order did you actually
8 intend to confer the money for which -- the
9 \$40,000 and zero cents in this money order do
10 you actually intend to provide that in U.S.
11 dollars to PenFed?

12 A. I don't recall what the intent
13 was.

14 Q. So there's a chance that you
15 might not have actually intended to tender
16 \$40,000 to PenFed?

17 A. I don't recall what the intent
18 was.

19 Q. Did you know that there was not
20 \$40,000 in a bank that you were going to
21 provide to PenFed?

22 A. I don't recall.

23 Q. I am going to Interrogatory
24 Number 3. Your answer, starting right here

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1 it says, "Subject to and without waiving any
2 such objections, plaintiff states that when an
3 account is sold and/or transferred to a third
4 party it is inaccurate, incomplete and,
5 misleading information to continue to report
6 the accounts without reporting it as sold to a
7 third party, transferred to a third party with
8 a zero balance and zero amount past due amount
9 when Metro 2 and the date of furnisher rule
10 clearly require that these types of accounts
11 be reported as sold/transferred with a zero
12 balance and zero amount past due." Did I read
13 that correctly?

14 A. Correct.

15 Q. If I represent to you that
16 PenFed did not sell, transfer, or assign your
17 loan would this change your opinion?

18 A. Well, that would just include
19 that they sending frivolous stuff through the
20 mail.

21 Q. Would that change your opinion?

22 A. Of how it should be reported?

23 Q. Correct.

24 A. Yes, because I am only going by

1 what the requirement for reporting.

2 Q. How would it change your
3 opinion. Do you have a new opinion, I guess
4 is what I am asking?

5 A. As it relates to the transfer
6 and sold, of course there will be a different
7 opinion because it wouldn't be transferred and
8 sold.

9 Q. What is that opinion?

10 A. It wouldn't be transferred or
11 sold.

12 Q. So it shouldn't have reported
13 it as transferred or sold?

14 A. Yes.

15 Q. Okay. Which it didn't,
16 correct?

17 A. You're asking me if they did
18 not report it as transferred or sold, that is
19 correct.

20 Q. All right. Have you ever been
21 delinquent or defaulted on or failed to pay a
22 debt or obligation in the last ten years?

23 A. I have been, I guess alleged
24 default.

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1 Q. Okay. And earlier we talked
2 about six or so lawsuits that involved you
3 defaulting on certain loans, correct?

4 A. No. Those were based on
5 reporting inaccurately, inaccurate
6 information. They related to reporting.

7 Q. Can you briefly summarize what
8 loans you have defaulted or been delinquent or
9 failed to pay other than the loans in this
10 lawsuit?

11 A. Give me a second. Let me plug
12 this up real quick. Repeat the question for
13 me.

14 Q. Sure. Can you just summarize
15 the loans that you have been delinquent on,
16 you have failed to pay, or you have defaulted
17 on in the last ten years.

18 A. I don't recall that far back,
19 but I know in the mortgage is an alleged one.
20 PenFed accounts would be the alleged ones as
21 well. I think I had a Barclay and a
22 Synchrony, I believe.

23 Q. Barclay and Synchrony?

24 A. Barclay and Synchrony, and I

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1 think those were in the previous lawsuits with
2 TransUnion, Experian, and Equifax.

3 Q. Did you sue Barclay or
4 Synchrony?

5 A. No.

6 Q. Why did you not sue Barclay or
7 Synchrony?

8 A. I don't recall why. Yeah, I
9 don't recall why. I don't think they were
10 reporting anymore. That might be why, but I
11 don't recall.

12 Q. Did they report the loan as
13 charged off?

14 A. I don't recall. I think they
15 did, but I don't recall. I don't recall
16 whether they did or not. I think I put a copy
17 of one of them in the Complaint, so that might
18 clear up some related to your question. I
19 think I had a copy of it when they reported it
20 as sold and transferred, I believe with
21 Barclay, I believe it was. I think I put a
22 copy of that report just showing more proof of
23 how it should be reported when those type of
24 transactions take place.

1 Q. When you say those type of
2 actions, are you saying when an account is
3 sold or transferred?

4 A. Correct.

5 Q. Okay. Showing you your
6 response to Interrogatory Number 14, it says,
7 "Computation of damages of plaintiff's pending
8 claims, claims of actual damages under FCRA 15
9 USC 1681. Can you tell me a little bit about
10 how you calculated these damages and what
11 willful negligence and punitive damages
12 entail. That was a compound question. I'm
13 sorry. Can you tell me a little bit about how
14 you calculated the \$548,000 for the willful
15 damages?

16 A. It's referring you back to
17 Interrogatory Number 5. If you go to
18 Interrogatory Number 5 it tell you all the --
19 I think the denials and some other stuff
20 related to that, with a calculation of where
21 this came from.

22 Q. Okay. How do you get \$548,000?
23 What is the metric for calculation for that
24 figure?

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1 A. You have to go to Interrogatory
2 Number 5. I can't recall off the top of my
3 head. I just kind of did it as I drafted it.

4 Q. So all of these reference
5 Interrogatory Number 5?

6 A. Correct.

7 Q. Let's go to Interrogatory
8 Number 5. This is Interrogatory Response
9 Number 5.

10 A. Okay.

11 Q. So it appears that you applied
12 for a business credit card from Navy Federal
13 Credit in May of 2022; is that correct?

14 A. Yes.

15 Q. Okay. And it was denied?

16 A. Correct.

17 Q. Are you saying that this denial
18 of this application was solely caused by
19 PenFed reporting your three accounts as
20 charged off?

21 A. This is based on information
22 that PenFed was reporting, yes.

23 Q. The three accounts that we just
24 talked about; is that correct?

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1 A. Correct.

2 Q. Okay. Are you aware of what
3 documents you may have had to sign from Navy
4 Federal Credit Union had they provided you
5 with this business credit card?

6 A. I don't recall. I know there
7 was some documents, but I would have to look
8 for them. I don't recall.

9 Q. Did you --

10 A. They talk about the denial.

11 Q. Did you get a loan from Navy
12 Federal Credit Union at any point?

13 A. Not for that, no.

14 Q. Did you get another loan?

15 A. I got some credit cards, yes,
16 but those were based off of TransUnion's
17 report, not Experian, where these accounts
18 were showing, so those weren't included.

19 Q. I'm sorry. So you did apply
20 for an account or a loan from Navy Federal
21 Credit Union and you did receive a loan from
22 them?

23 A. I received a credit card from
24 them, yes, in the past, correct.

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1 Q. I'm assuming that you probably
2 had to sign some documents in order to show
3 that you were going to repay that loan; is
4 that correct?

5 A. For which one, the credit card
6 that I applied for?

7 Q. Yes.

8 A. They were online, online
9 applications, basically.

10 Q. Sure. So did you sign those
11 documents?

12 A. I don't think it asked for a
13 signature. I don't know. I don't recall the
14 process. I just know I applied for it online.

15 Q. Do you recall agreeing to pay
16 Navy Federal Credit Union back --

17 A. Credit union, to pay back the
18 card?

19 Q. Yes.

20 A. I believe so.

21 Q. Okay.

22 A. I'm not sure.

23 Q. All right. So we've
24 established that you did receive some sort of

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1 loan from Navy Federal Credit Union. Is it
2 one or two loans that you received from Navy
3 Federal Credit Union?

4 A. I think I have three credit
5 cards with them now. Like I said, they was
6 based off TransUnion reporting. The issue
7 here is about what Experian and Equifax has
8 been reporting, which caused the denials which
9 they are showing the inaccuracies on the
10 account.

11 Q. When you say the inaccuracies
12 you're referring to the three PenFed accounts?

13 A. Correct.

14 Q. Going down to Experian exterior
15 credit match, it says "12 inquiries not able
16 to match from 9/2/21 to 5/31/22." What does
17 that mean?

18 A. That means that Experian, I
19 believe they have, like -- they match you to
20 certain loans based on what's being reported.
21 So they are unable to match me to any type of
22 credit card because of what's being
23 reported --

24 Q. How do you --

1 A. -- eligibility.

2 Q. I am trying to figure out how
3 you calculated damages from --

4 A. I don't believe I calculated
5 the 12. I left that out, so that's not in
6 there.

7 Q. That's not in the calculation
8 of damages?

9 A. Yeah. I haven't made that
10 calculation yet.

11 Q. What was that?

12 A. No, I have not made that
13 calculation yet, so no.

14 Q. How do you make a calculation
15 out of that?

16 A. Exactly. I couldn't make that
17 calculation.

18 Q. That makes sense. I was very
19 confused.

20 A. No, it's not included in the
21 calculation, to answer your question.

22 Q. Going down to AmeriSave
23 Mortgage Corporation. You applied for
24 \$200,000. That was denied on May 3, 2022 and

1 May 4, 2022; is that correct?

2 A. Correct.

3 Q. And then you applied for
4 another mortgage from the same entity in the
5 amount of \$200,000 that was denied on
6 July 5th, 2022; is that correct?

7 A. Correct.

8 Q. Okay. In your calculation of
9 damages did you calculate that as \$200,000 in
10 damages or \$400,000 in damages?

11 A. Separately, so four.

12 Q. Why separately?

13 A. Separate inquiries, separate
14 denials.

15 Q. Do you think that if you had
16 been granted a mortgage from AmeriSave on
17 May 3rd or May 4th that you have would have
18 also been granted another \$200,000 just two
19 months later from the same mortgage company?

20 A. No, I wouldn't have applied.

21 Q. You wouldn't have applied for
22 the July --

23 A. If I was granted for the first
24 one, I wouldn't have applied for a second one.

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1 Q. So you had only sought \$200,000
2 from AmeriSave Mortgage Company?

3 A. That was about the roundabout
4 figure.

5 Q. Okay. That was -- I'm sorry.
6 So how much did you apply for from AmeriSave
7 Mortgage Company?

8 A. It probably was more than that.
9 I just kind of left it that to be more
10 conservative, but I don't recall exactly.

11 Q. Do you have the documentation
12 to support that you applied for \$200,000?

13 A. No.

14 Q. Okay. So how -- I mean I'm --
15 sorry?

16 A. I don't have that on me right
17 now. I have to reach out to AmeriSave to see
18 exactly what documents, but I have been having
19 trouble getting information from them as well.

20 Q. This was two years ago, right,
21 that you applied?

22 A. Yes, 2022.

23 Q. How do you remember that it was
24 \$200,000?

1 A. Because that's around the
2 amount that I was looking for, no smaller than
3 that.

4 Q. How do you recall the exact
5 dates that each application was denied on?

6 A. I provided copies of the
7 denials.

8 Q. Okay. So those denials would
9 likely say how much you sought and how much
10 was denied; is that correct?

11 A. I don't recall where this says
12 that or not. I just know that it says that I
13 was denied.

14 Q. You did provide those denials
15 to us?

16 A. Yes.

17 Q. You provided us the denial on
18 May 4th?

19 A. May 5th and July 5th, correct.
20 Correct.

21 Q. And you also said if you had
22 been granted a mortgage on May 3, 2022 you
23 would not have applied for a mortgage on
24 July 5th, 2022?

1 A. Correct.

2 Q. Okay. Then the next one is PA
3 State Employees Credit Union. You sought
4 \$5,000, which was denied on May 5, 2022; is
5 that correct?

6 A. Correct.

7 Q. I'm assuming you have that
8 denial as well?

9 A. Correct.

10 Q. And what was that for? What
11 were you seeking that \$5,000 to pay for?

12 A. I don't recall. It's probably
13 been more so of personal and business, maybe.
14 I don't recall.

15 Q. Okay. Because at the same time
16 you were applying for \$20,000 from Navy
17 Federal Credit in the amount of \$20,000 on
18 May 13, 2022. Had you been granted the Navy
19 Federal business credit card in the amount of
20 \$20,000 would you have applied for the PA
21 State Employee Credit Union \$5,000 limit?

22 A. I don't recall.

23 Q. Probably not?

24 A. It depends on the situation.

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1 Q. Okay. Maybe we can quicken
2 this up too. If you had been approved for the
3 business credit card in the amount of \$20,000
4 or from -- I am trying to figure out which was
5 the first one. The Wells Fargo is 2021. I am
6 jumping around here. Looking at this bottom,
7 Navy Federal Union, you sought \$18,000, which
8 was denied on 5/17/2022. Had you been granted
9 the business credit card in the amount of
10 \$20,000 on May 13, 2022 would you have applied
11 for this \$18,000 which was denied on the 17th?

12 A. I don't recall whether I would
13 have or if I wouldn't. It would depend on the
14 situation.

15 Q. It looks like there is a lot of
16 money that you were applying for credit limit
17 increases and credit cards for. What was that
18 for?

19 A. More likely would have been
20 business related and personal. It's kind of a
21 mixture, but mostly business because I wanted
22 to get my real estate back on up and going, so
23 whatever I could try to get to establish
24 credit for to get that business going.

1 Q. Were you commingling these
2 funds with your personal matters and business
3 matters?

4 A. I don't know what you mean by
5 commingling.

6 Q. Were you using -- the credit
7 union, the PA State Employees Credit Union,
8 would that \$5,000 be used for to real estate
9 funds and personal funds?

10 A. No. I don't recall whether it
11 would be or if it wouldn't be.

12 Q. Last question on this. Did you
13 apply for any credit cards or credit limit
14 increases from 2021 to the present date that
15 were granted besides the three Navy Federal
16 Credit Union accounts that you just described?

17 A. I believe I have had increases.
18 I don't recall when they were provided.

19 Q. Did you provide us with those
20 documents showing that there were increases
21 and that you were granted credit card
22 accounts?

23 A. I don't recall that, but most
24 of that is on my credit report that they

1 provide.

2 MS. JAMES: I probably have
3 about another hour or so to go. I
4 don't know if we want to take a break.
5 I don't know if anybody needed a break
6 or if we want to keep going.

7 THE WITNESS: I'm fine.

8 MR. BARTON: I wouldn't mind
9 taking a quick five-minute break.

10 MS. JAMES: That sounds great.
11 How about 11:40, 11:45.

12 MR. BARTON: Great.

13 - - -

14 (Whereupon, a recess was held
15 from 11:34 a.m. to 11:45 a.m.)

16 - - -

17 BY MS. JAMES:

18 Q. Mr. Bruce, I am showing you --
19 in a minute I will be showing you your third
20 Amended Complaint. This is your third Amended
21 Verified Complaint filed on 5/30/24. I am
22 looking at Paragraph Number 5, which states,
23 "Unless otherwise stated, plaintiff alleges
24 that any violations by defendants were

1 knowing, willful intentional, reckless
2 negligent, grossly negligent, done with
3 malice, the intent to injure plaintiff, to
4 harm and damage the plaintiff and its credit
5 worthiness as defendants did not maintain
6 procedures reasonably adapted to avoid any
7 such violations and/or did not do a reasonable
8 investigation and/or reinvestigation into the
9 matters."

10 My first question is: What
11 evidence are you using to support the
12 contention or the allegation in your Complaint
13 that PenFed or any of the defendants' actions
14 were knowing, willful, intentional, reckless,
15 negligent, grossly negligent, done with malice
16 or the intent to injure or harm the plaintiff?

17 A. I mean, there's a lot
18 associated with that. One is the requirements
19 of Metro 2, which is the standard -- reporting
20 standards for all credit reporting agencies,
21 which they are required to follow as provided
22 in the Complaint. The other is the data
23 furnisher rule. According to those, like I
24 said, before the -- when you sell or transfer

1 an account to a third party this is the
2 required reporting that it should be reported
3 as. The evidence I provided on the record
4 shows that PenFed knows that they are supposed
5 to report it this way. The information after
6 the dispute according to PenFed's records show
7 that they knew that the account was already
8 sold and transferred to a third party but they
9 failed to report that to the credit bureaus.

10 Q. I want to stop you there one
11 moment. I am going to represent to you -- and
12 I am not being misleading or trying to trick
13 you here --

14 A. Okay.

15 Q. Your PenFed account was not
16 sold, transferred, or assigned. So does that
17 change your opinion here?

18 A. Where are you getting that
19 information from?

20 Q. From my client.

21 A. So why would they provide me a
22 letter saying it was sold and transferred?

23 Q. I am going to ask you the
24 questions. I am representing to you that your

1 account was not sold, transferred, or
2 assigned. So does that change your opinion
3 here?

4 A. No, it doesn't, because my
5 documents show that, so they have to prove it
6 wasn't sold or assigned. I am pretty sure the
7 evidence shows that it's been sold or assigned
8 to a third party.

9 Q. Hypothetically, if your account
10 was not sold, assigned, or transferred would
11 that change your opinion here?

12 A. Well, I can't speak in
13 hypotheticals. All I can speak is the
14 evidences.

15 Q. I am just asking for your
16 opinion.

17 A. I can't give my opinion on
18 hypotheticals.

19 Q. Okay. So if an account was not
20 sold or assigned, any account, would that
21 change your opinion, or do you not have an
22 opinion? Is that why you're saying --

23 A. Still sounds like a
24 hypothetical and I can't respond to a

1 hypothetical.

2 Q. Why not?

3 A. Because it's not a direct
4 answer.

5 Q. What does that mean?

6 A. It's not facts.

7 Q. I am just asking for your
8 opinion.

9 A. I don't have an opinion at this
10 point. I only go by if it was sold or
11 transferred and I am just going by that.

12 Q. Okay.

13 A. And that based on the
14 information that I received it's showing it's
15 sold and transferred.

16 Q. Going back to my original
17 question. You have alleged that the
18 defendants act did willfully, intentionally,
19 recklessly, negligently, grossly negligent --
20 and I am referring to Allegation Number 25.
21 Are you saying that just because the
22 defendants did not -- allegedly did not or
23 it's your contention that they did not adhere
24 to the data furnishing rules and the

1 requirements of Metro 2 that that constitutes
2 willful, reckless, intentional, negligent,
3 grossly negligent, done with malice, that
4 standard?

5 A. It does when they know about
6 it, yes, and they know about it. Their
7 records show it. Their recordings show it.
8 So I don't understand why they would claim
9 that. They haven't, so ...

10 Q. And then earlier -- I want to
11 follow-up on one thing you said. You said
12 PenFed knows this was reported this way. What
13 did you mean by this and this way?

14 A. Well, they know that they are
15 required to report it this way is what I
16 meant.

17 Q. Report what?

18 A. The accounts, when it's been
19 sold or transferred to a third party. They
20 know the requirements of how to report that.

21 Q. But if it was not sold,
22 transferred, or assigned then it wouldn't be
23 required to be reported that way, correct?

24 A. Correct.

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1 Q. Okay. The last part of that
2 sentence that I read previously, it says "Did
3 not do a reasonable investigation and/or
4 reinvestigation into the matters." What
5 evidence -- my question is, what evidence are
6 you using to support your contention that
7 PenFed did not perform a reasonable
8 investigation and/or reinvestigation into your
9 disputed accounts?

10 A. I guess the thing that you say
11 I have filed on the record already.

12 Q. The what that you have filed?

13 A. The disputes I filed on the
14 record.

15 Q. Is that it, just the three
16 disputes?

17 A. Yeah.

18 Q. Okay.

19 A. The ones, like, in September --
20 is it 2021, I believe, 2022, one or the other.
21 I think it's 2021.

22 Q. I think you are correct. I
23 think it is 2021. Bear with me one moment.

24 A. I think it was September of

1 2021.

2 Q. Is this the dispute,
3 January 28, 2021?

4 A. No. That was the first --
5 that's the first dispute. There should be one
6 in September. It came from the credit
7 bureaus, so that's the one --

8 Q. But it was in 2021 about,
9 right?

10 A. Yes.

11 Q. Okay.

12 A. I believe so.

13 Q. So you previously saw what I
14 have marked as Exhibit-12. I will produce
15 this to the parties later. This is the
16 April 11, 2022 letter from PenFed to you --
17 this is after you disputed the accounts --
18 notifying you that PenFed had validated -- it
19 says, "Having validated your obligations owed
20 PenFed will continue to report payments
21 received in relation to when due as required
22 by the FCRA." It also notified you that
23 PenFed has previously investigated and
24 promptly responded to prior correspondence

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1 multiple times in connection with this dispute
2 of your accounts, correct?

3 A. Yeah, as further evidence how
4 they have knowledge of how to report accounts,
5 so ...

6 Q. But they also acknowledge that
7 they investigated your disputes, correct?

8 A. For 2020, which -- well, which
9 date was this one? This was a different
10 dispute.

11 Q. This is a different dispute?

12 A. Yes.

13 Q. So you're saying there is a
14 fourth account?

15 A. No. I am saying this is a
16 different dispute.

17 Q. What does that mean?

18 A. You pulled up one dispute that
19 was 2021 and I had another dispute that was in
20 September of 2021 and then I had another I
21 believe a direct dispute with them that was
22 in -- well, I don't -- might have went to the
23 credit bureaus as well, but that was in 2022.
24 I am trying to think. This was probably the

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1 direct dispute. It might have been a direct
2 dispute and this was the response that I got.
3 I want to say it might have been -- the
4 accounting, was that in 2022, the one that you
5 just put up? I think this might have come
6 with the accounting, not with the information
7 from -- when I requested the accounting and
8 this is what they provided, basically tell me
9 they can't provide an accounting because they
10 sold, transferred, or assigned the account to
11 a third party.

12 Q. Okay. But in connection with
13 your dispute of the three accounts with
14 PenFed, of your three accounts with PenFed, do
15 you deny -- strike that.

16 This letter is in response to
17 your three accounts with PenFed, correct? You
18 see the highlighted portion on the screen?

19 A. Yes.

20 Q. Okay. So do you agree with me
21 that in response to your disputes PenFed
22 responded to your disputes and to your
23 April 4, 2022 letter to them by letting you
24 know that they did an investigation into your

1 disputes. I'm going to point you to the
2 second paragraph.

3 A. So you are asking me if I am
4 saying if they have done an investigation?

5 Q. My question is: In this letter
6 did PenFed let you know that they had received
7 your dispute and that they have performed an
8 investigation into your disputes?

9 A. Yes.

10 Q. Okay. This is still your third
11 Amended Complaint, second cause of action for
12 willful and negligent violation of the FCRA.
13 What evidence are you using to support your
14 contention that PenFed failed to fully
15 investigate your dispute?

16 A. Mostly the exhibits that I have
17 on the record. Basically, when I dispute the
18 account I provided further evidence that I
19 dispute directly with PenFed and then PenFed
20 as the result still reported the same way and
21 then me calling a month or so after the
22 dispute results and their saying that these
23 accounts were sold or transferred to a third
24 party and they failed to report that when I

1 disputed the accounts.

2 Q. My question is: What evidence
3 are you using to support your contention that
4 PenFed didn't perform an investigation? Are
5 you saying just because they didn't report it
6 the way they that you wanted it --

7 A. I am not saying they didn't
8 perform an investigation. They didn't do a
9 reasonable investigation. That requires a
10 reasonable investigation.

11 Q. What evidence are you pointing
12 to support your contention that PenFed did not
13 perform a reasonable investigation?

14 A. The dispute results and the
15 information PenFed told me when I called them.

16 Q. So you are just saying because
17 PenFed still reported your accounts as charged
18 off that that's evidence of them not
19 performing reasonable investigation?

20 A. Correct, because it was not
21 just charged off. According to the call, they
22 are saying it was sold and transferred. So it
23 should have -- the result, it should have been
24 reported as sold and transferred to a third

1 party and met the requirements after that.

2 Q. All right. I am interrupting
3 you. I will stop that.

4 A. No problem.

5 Q. So if the account was not sold
6 off, assigned or transferred then it would
7 have been reported correctly, correct?

8 A. To a certain extent.

9 Q. What does that mean?

10 A. And that extent would be to the
11 extent whether -- of them applying the credits
12 that they received from either the Federal
13 Reserve and from the IRS as a result of
14 writing the accounts off.

15 Q. So let's say hypothetically
16 there are credits that should have been
17 applied by -- you said the Federal Reserve?
18 Is that what you said?

19 A. Yes.

20 Q. Would that have changed how
21 your account was reported? Would the account
22 not have been reported as charged off?

23 A. More than likely, no.

24 Q. Okay. Could you restate that?

1 You're saying that it should have --

2 A. If they have already -- more
3 likely they have already received the credits
4 from the Federal Reserve. So by them applying
5 that to the account, of course the account
6 balance would not be there. So if they have
7 properly documented the accounting, the
8 balance that they are reporting wouldn't be
9 the -- wouldn't be what they are showing now.
10 It would be a zero balance.

11 Q. Why?

12 A. Because they are already been
13 paid.

14 Q. Oh, with the credits from the
15 Federal Reserve?

16 A. Correct.

17 Q. Okay.

18 A. And also the credits that they
19 receive from the IRS, because they are
20 documenting their accounting. So they receive
21 credits from the IRS, that's part of their
22 accounting, so they are not reporting that.

23 Q. Okay. Let's just stick with
24 what you have paid. Let's take out the

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1 credits. Because you didn't fully pay off the
2 balance on these accounts, which you would
3 agree with me you did not, should your account
4 have been reported as charged off?

5 A. Well, I can't -- I don't
6 necessarily say I agree that I have not paid,
7 because, like I said, when they go to the
8 Federal Reserve based on these instruments, if
9 you want to call it, collateral instruments,
10 such as the promissory note, they are going on
11 they own behalf of the borrower, which I am
12 assuming that they claiming I am the borrower,
13 so they are getting funds issued to them
14 according to what the law says on behalf of
15 the borrower, so that means they have been
16 paid.

17 Q. Why do you think the Federal
18 Reserve should have to pay for your loans?

19 A. Well, the law shows that
20 information in there.

21 Q. My question is -- I mean, the
22 Federal Reserve doesn't pay for my loans. Why
23 do you think the Federal Reserve should have
24 to pay for your loans?

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1 A. Well, I direct you to read the
2 law.

3 Q. Okay. Thank you. All right.
4 Allegation 133 appears to allege that you have
5 suffered damages as a result of your alleged
6 violation of the FCRA. I am going to zoom in
7 so you can read it. The first damage says a
8 diminished credit score. Do you have evidence
9 of your diminished credit score?

10 A. I believe I have copies of it
11 on the record. I can check back and see. I
12 believe I have some on the record already.

13 Q. So what I am specifically
14 looking for is your credit score before your
15 accounts were reported as charged off and then
16 a credit score afterwards showing that it had
17 decreased. Do you have that? Do you have
18 evidence of that?

19 A. Yeah, I don't recall. I don't
20 know if I have that information, because it's
21 over time. So the more they continue to
22 report it the more it goes down, so it just
23 depends.

24 Q. You also allege loss of the

1 ability to purchase and benefit from credit.
2 Do you have evidence to support this alleged
3 damage?

4 A. Yes, the denials of credit are
5 there.

6 Q. Well, that's the loss of
7 credit, right? This is the ability to
8 purchase and benefit from credit. This
9 goes -- I don't want to educate you on it, but
10 this goes to what you would have purchased or
11 used this for.

12 A. Correct.

13 Q. And earlier we were talking
14 about what you were going to use those
15 accounts for and you said maybe personal and
16 maybe business, right?

17 A. Correct.

18 Q. So can you allege with more
19 specificity what you attempted to purchase or
20 what you were going to purchase with that
21 credit?

22 A. Well, the mortgage is pretty
23 much self-explanatory with that one.
24 Obviously, that would have been a mortgage

1 related to some sort of investment property,
2 of course.

3 Q. What was the address of that
4 investment property that you were going to
5 buy?

6 A. I don't recall any addresses at
7 the time.

8 Q. Were you working with a real
9 estate agent to purchase that property?

10 A. No. I do my research when it
11 comes to properties. So I just kind of look
12 and see what's available and try to apply for
13 loans based on that property or certain
14 property in that range. I don't recall which
15 property it was.

16 Q. Can you find that address of
17 the property that you were attempting to
18 purchase with that mortgage?

19 A. I doubt it, because I have
20 already been denied. So I just kind -- you
21 lose out on the opportunity, so I don't hold
22 on to stuff I lose out on.

23 Q. You also allege mental and
24 emotional distress and pain, anguish,

1 humiliation, and embarrassment. Let's stick
2 with the mental and emotional distress. You
3 answered the Interrogatory -- one of the
4 Interrogatories saying that you have not
5 sought medical attention from any
6 professional; is that correct?

7 A. Correct.

8 Q. Okay. How did you experience
9 mental and emotional distress?

10 A. Well, mentally just dealing
11 with this situation. PenFed knowing what they
12 are doing in the back end but they not telling
13 you, it's lack of failure to disclose. They
14 don't want to respond to anything. If they
15 respond to something it's a general response,
16 as you see with that previous letter stating
17 that they have recently did this or did that
18 when they haven't. They just provided a
19 one-letter response. Just dealing with the
20 denials and stuff like that and, you know.

21 Q. So suffice to say, the mental
22 and emotional distress and pain is just
23 communicating with PenFed --

24 A. The alleged stuff like that

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1 that I have been, you know, getting during the
2 time frame of dealing with them.

3 Q. During the time frame of
4 dealing with them. That's, like, eight years,
5 right?

6 A. Yup.

7 Q. Okay. So it's just from
8 communicating with PenFed and going back and
9 forth with them?

10 A. Basically.

11 Q. Okay. Humiliation and
12 embarrassment, can you describe for me a
13 little bit more in detail about what you mean
14 by humiliation and embarrassment?

15 A. Well, it's embarrassing to be
16 getting denied credits, so people are looking
17 at certain aspects of my report and just
18 denial just kind of puts it in there.

19 Q. Did you tell anybody that you
20 were denied credit?

21 A. Well, there's a third party.

22 Q. I am asking, did you tell
23 anybody that you were denied credit?

24 A. I am not sure. I probably have

1 spoken to somebody about denying -- being
2 denied credit.

3 Q. Okay. Who would you have --

4 A. I don't recall.

5 Q. Would you have told your
6 parents that you were denied credit? Would
7 you have told someone else?

8 A. It might have been family
9 members or friends. I don't recall exactly
10 who.

11 Q. Did you show them that you were
12 denied the credit?

13 A. I don't recall whether I did or
14 not.

15 Q. Okay. Would that go along with
16 the alleged embarrassment caused by the
17 inability to obtain financing for everyday
18 expenses?

19 A. I don't believe I calculated
20 that in there, no.

21 Q. I'm sorry. My question didn't
22 make sense. I am asking, what sort of
23 embarrassment did you feel as a result of the
24 inability to obtain financing?

1 A. I believe I answered that as
2 far as being denied. A third party seeing my
3 report denying and then that third party
4 seeing all these inquiries, so of course that
5 they know those are denials.

6 Q. Who is all of these people?

7 A. Whoever I got in there that I
8 provided on the record of who is third parties
9 receiving my report.

10 Q. So credit reporting agencies?

11 A. Financial agencies, those are
12 the third parties mainly that usually access
13 your consumer report.

14 Q. So maybe I was a little bit off
15 base earlier. You said humiliation and
16 embarrassment caused by you telling family
17 members that you were denied credit; is that
18 right?

19 A. I said it was part of it, but I
20 don't think I applied for that as part of
21 being in this case. This is more so of the
22 financial institutions and denials from that
23 and the people that they have, you know,
24 provided denials.

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1 Q. So businesses, people who work
2 for businesses who see your credit report?

3 A. Correct.

4 Q. Got it. The third cause of
5 action as to all defendants alleges
6 defamation. Jumping off of what we were just
7 saying, can you tell me a little bit more
8 about your defamation count against the
9 defendants? I can be little more specific if
10 that's easier.

11 A. Yeah.

12 Q. What inaccurate information do
13 you contend is the subject of your defamation
14 complaint?

15 A. That would be the same, it's
16 reporting the information as not being sold,
17 transferred to a third party or the balances
18 as they should be reported.

19 Q. Okay. And it's your contention
20 that this inaccurate -- alleged inaccurate
21 information was published to a third party,
22 correct?

23 A. Correct.

24 Q. Where was it published?

1 A. It was published by providing
2 copies of consumer reports to financial
3 agencies.

4 Q. Just to the financial agencies,
5 to the employees of financial agencies?

6 A. Right.

7 Q. Okay. And what harm do you
8 contend this has caused to your reputation?
9 Let me ask you this: Are you contending that
10 there was any harm to your reputation?

11 A. It's harm to my reputation as
12 it relates to my consumer report.

13 Q. Can you explain that a little
14 bit?

15 A. So my consumer report is
16 basically -- is my personal information,
17 personal file. It's all private. So any time
18 that they report inaccurate information that
19 defames my character as well and, like I said,
20 they have already been paid, so why are they
21 reporting stuff when they know they have been
22 paid. They received some sort of credit
23 already as it relates to the account. Or they
24 don't even own the account, so they shouldn't

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1 even be reporting anything related to the
2 account after it's been transferred to a third
3 party.

4 Q. So what I am trying to figure
5 out is the harm to your actual reputation. So
6 if this information stays -- you're saying
7 that a business employee -- once your credit
8 report is published you're saying that an
9 employee presumably looks at that credit
10 report. How does that damage your reputation?

11 A. Well, the credit report is part
12 of your reputation. It represents how you are
13 paying this account, how you're doing that.
14 So that's part of your reputation.

15 Q. And you are not saying that
16 that information that that employee has, you
17 are not saying that they are disseminating it
18 or that anybody else other than that employee
19 is seeing it, correct?

20 A. I don't know who is all seeing
21 it, but as far as whoever I'm applying for, I
22 know that they are seeing it.

23 Q. Just within that company.
24 Okay.

1 A. Yeah. Whatever third party,
2 that the requirements, is to a third party.

3 Q. The third party is the business
4 employee, is that what you're saying?

5 A. It's a different company other
6 than the credit bureaus.

7 Q. Sorry. Say that again.

8 A. It's a separate company outside
9 of the credit bureaus. Anything that --
10 whoever is applying for something is a third
11 party. They are not a credit bureau. They a
12 third party. So when the credit bureau
13 disseminating it to the third party that's
14 part of the defamation, because going to a
15 third party. It's information that's
16 inaccurate, incomplete, unverified and it's
17 based on my character and how I'm -- you know,
18 how -- my -- what you want to call -- my
19 experiences with that agency.

20 Q. Okay. When you apply for a
21 loan do you consent to your credit report
22 being run?

23 A. If I apply personally?

24 Q. Yes.

1 A. Yes.

2 Q. And presumably because you
3 consent to that credit report being run you
4 consent to providing your credit report to
5 whomever you have provided that consent to,
6 correct?

7 A. Correct, as long as it's
8 accurate information.

9 Q. You said as long as there's
10 accurate information?

11 A. Yes. I give consent to giving
12 my report, but the consent still revolves
13 around the information being accurate and
14 complete information and it's not accurate and
15 complete information that's being reported, so
16 they are providing false information to a
17 third party, or at least misleading
18 information.

19 Q. Mr. Bruce, did you submit this
20 dispute?

21 A. I don't recall. What's the
22 date on that?

23 Q. I don't know. It was redacted.

24 A. It was redacted? I usually

1 always include the first page and just go
2 directly to the section --

3 Q. Unfortunately, this was part of
4 your Exhibit-A, which was a pretty big
5 document.

6 A. Yeah, I understand.

7 Q. I am hoping you would be able
8 to help me understand this, since it's part of
9 your filing.

10 A. It's probably -- yeah, I don't
11 recall the dates, but I do recall disputing
12 it.

13 Q. So you do recall this. Okay.
14 Can you tell me a little bit more about the
15 comment here that says "The full amount of
16 this account was tendered and has been
17 discharged by the principles of law related to
18 tender of payment which may have been refused
19 by the creditor. I request this account be
20 deleted."

21 A. Yeah.

22 Q. Okay. What tender of payment
23 was refused by the creditor?

24 A. I don't recall. I think it

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1 might have been the promissory note, but I
2 don't recall 100 percent on that.

3 Q. Do you remember that check that
4 I showed you earlier? Could that have been
5 the tender of payment that was refused by
6 PenFed?

7 A. I don't recall. I don't think
8 that's the only thing I sent PenFed. I don't
9 recall if it was that or a promissory note,
10 something -- I don't recall.

11 Q. So it was either that check
12 from the estate account, from the Nelson Bruce
13 Estate, or you're saying it was the promissory
14 note?

15 A. Yeah, the bill of exchange, not
16 a check.

17 Q. Oh, the money order -- excuse
18 me -- the money order or the promissory note?

19 A. Correct.

20 Q. Just going back to that check
21 right here, which is Exhibit-17. Have you
22 ever attempted to pay -- I might have asked
23 you this, but just to recap, have you ever
24 attempted to pay another bill with a money

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1 order that looks like this?

2 A. I don't recall.

3 Q. So you could have, but you
4 could not have? You're not sure?

5 A. I don't recall.

6 MS. JAMES: All right. That is
7 all I have. I'm not sure who like to
8 go next.

9 MS. LLOYD: Sarah, I can go
10 next.

11 MS. JAMES: Okay. Do you want
12 any of my exhibits? I can share them
13 with the parties now or wait until
14 after.

15 MS. LLOYD: I am good.

16 - - -

17 EXAMINATION

18 - - -

19 BY MS. LLOYD:

20 Q. Hi, Mr. Bruce.

21 A. How are you doing?

22 Q. I am doing well. How are you
23 today?

24 A. Good.

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1 Q. Good. Well, I wanted to
2 introduce myself. I am Susie Lloyd. I am
3 here to represent defendant, LexisNexis Risk
4 Solutions, Inc. in this case.

5 A. Okay.

6 Q. I want to just set the
7 framework for our discussion today. When I
8 refer to LexisNexis or I refer to LNRS, I am
9 referring to LexisNexis Risk Solutions, Inc.
10 Do you understand that?

11 A. Got you.

12 Q. Okay. And do you understand
13 that you're still under oath taking this
14 deposition?

15 A. Yes.

16 Q. I know that Sarah covered some
17 of this already, so some of it may be
18 repetitive and I apologize for that, but I
19 just want to make sure we have a clear record.

20 A. Okay.

21 Q. Are you taking any medication
22 today that would affect your ability to answer
23 questions truthfully and fully?

24 A. No.

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1 Q. Have you spoken with anyone
2 about this specific case?

3 A. I don't believe I did, no.

4 Q. Did you speak with Mr. -- is it
5 Mr. Maheed [sic] or Majeed about this case?

6 A. I think I told him about it,
7 but I don't think I went into specifics. I
8 think that's when he mentioned that he had a
9 PenFed account and kind of went from there.
10 So I just asked him a copy of that and I
11 provided that on the record.

12 Q. Did you do anything to prepare
13 for your deposition today?

14 A. No.

15 Q. Did you review any documents to
16 prepare for today's deposition?

17 A. I didn't review, no. Most of
18 the documents I have -- I have already filed
19 on the record so I have knowledge of those,
20 that information.

21 Q. Do you have any notes with you
22 today or any documents with you today?

23 A. No.

24 Q. And I talk really fast, so I am

1 trying very hard to be slow and, you know --

2 A. It's fine.

3 Q. -- and say what I am asking?

4 A. I will ask you again if I don't
5 understand.

6 Q. Just ask me if you don't
7 understand a question or if you need me to go
8 back, tell me. Sometimes I keep going. If
9 you need to review any documents to help you
10 refresh your memory, also please let me know.
11 We can find them or I can ping Sarah and take
12 back what I just said and ask her to put
13 something up on the screen.

14 A. Sure.

15 Q. We have already covered your
16 general background, the lawsuits in which
17 you've been involved, so I am just going to
18 dive right in.

19 A. Okay.

20 Q. Have you ever submitted any
21 disputes directly to LexisNexis?

22 A. Yes.

23 Q. What do you understand about
24 the business of LexisNexis?

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1 A. As far as them being a credit
2 reporting agency?

3 Q. Sure. If that's your
4 understanding, yes. Can you expand on that a
5 little bit?

6 A. Just them being a credit
7 reporting agency pretty much, the requirements
8 that they have to follow under Fair Credit
9 Reporting Act as well. Go ahead.

10 Q. Go ahead.

11 A. No problem.

12 Q. How did you form your
13 foundational knowledge about LexisNexis?

14 A. Just like any credit reporting
15 agency, that they are required to follow the
16 Fair Credit Reporting Act. So when I dispute
17 something, that they are required to follow
18 the policy with the Fair Credit Reporting Act
19 as relates to those disputes.

20 Q. What do you understand about
21 the relationship, if any between, LexisNexis
22 and Equifax?

23 A. I haven't dug too far into what
24 they provide other than, I guess public record

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1 information to them. More so is -- my issues
2 are formulated related to them reporting
3 information to -- or receiving information to
4 be reported from Experian, so that's who they
5 claim that they did the investigation with or
6 provide the information to.

7 Q. Okay. Is that, then, a summary
8 of your understanding of the relationship
9 between LexisNexis, then, and Experian?

10 A. As Experian being the data
11 furnisher, from what I am understanding,
12 because they are furnishing information to
13 LexisNexis as the credit reporting agency who
14 is reporting the information.

15 Q. Is it your understanding or do
16 you have any knowledge as to whether
17 LexisNexis maintains its own information that
18 it has reported?

19 A. Based on the report, they
20 maintain the information, yes.

21 Q. What is your understanding of
22 LexisNexis being required to use Metro 2?

23 A. I'm not 100 percent sure
24 whether they are using Metro 2 or not. The

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1 requirements of Metro 2 are still there as it
2 relates to the credit reporting agencies, but
3 since they getting their information from
4 Experian, Experian is using Metro 2, so the
5 information they would receive would come from
6 Metro 2.

7 Q. Do you have any information
8 that LexisNexis is required to use Metro 2 for
9 any reason?

10 A. I don't know what system they
11 are using, so I can't answer that at the
12 moment. I am not sure if it is part of my
13 discovery and I haven't went through the
14 discovery with that yet.

15 Q. Sure. So you had previously
16 testified in this deposition that Metro 2 is
17 required to be used by the bureaus does that
18 sound like an accurate --

19 A. Yes. It's an industry
20 standard.

21 Q. Industry standard?

22 A. Right.

23 Q. Is it is your understanding
24 that an industry standard is is the same as a

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1 legal standard?

2 A. I would say so, because it's
3 part of the law, again, because it all relates
4 to the Fair Credit Reporting Act that they
5 develop policies and procedures and since they
6 include Metro 2 in the policy and procedure
7 then, yes, it would be part of the legal,
8 because it's a legal requirement.

9 Q. As you sit here today do you
10 know whether the Fair Credit Reporting Act has
11 any requirement written into the act to use
12 Metro 2 or Oscar or any other system?

13 A. Well, they claim -- they state
14 that by they own records in their website that
15 that's the system they use.

16 Q. Who is they?

17 A. The credit bureaus. I provided
18 links to their website with that information,
19 as the industry standard.

20 Q. Sure. But in the actual
21 language of the Fair Credit Reporting Act,
22 which I am also going to refer to as the
23 FCRA --

24 A. Yeah, I don't recall the exact

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1 language, but it it does say that they develop
2 policies and procedures and since they develop
3 Metro 2 as part of the policies and the
4 procedures, I would say, yes, it would apply
5 because that's their policy and procedures for
6 accuracy.

7 Q. Thank you. You allege in your
8 Third Amended Complaint that Lexis is a credit
9 bureau. What facts do you have to support
10 this allegation?

11 A. Didn't I file a copy of the FTC
12 document showing that they are a credit
13 reporting agency?

14 Q. My question is about being a
15 credit bureau.

16 A. The language could be off.
17 It's a credit reporting agency. They are not
18 a bureau. They are a credit reporting agency,
19 but they usually reference themselves as a
20 bureau which is probably why I put that there,
21 but according to the law they are a credit
22 reporting agency.

23 Q. Thank you. I want to continue
24 on with the discussion that you've already had

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1 with Sarah, so discussing briefly your PenFed
2 accounts and as they relate to your disputes
3 with LexisNexis.

4 A. Sure.

5 Q. Can you describe for me,
6 summarize or in detail, what the alleged
7 inaccuracies are that are the subject of your
8 complaint as they relate to PenFed?

9 A. So as it relates to the issues
10 with LexisNexis, since they getting their
11 information Experian it would be the same
12 issues with Experian, that they -- whatever
13 they reporting is inaccurate, which is again
14 relating to the copy, sold, and transferred
15 and also related to the balance. I believe
16 there is some other information as far as
17 dates that I highlighted in the Complaint that
18 was not consistent, so basically that's
19 inaccurate at the well.

20 Q. Okay. Can you be more
21 specific, when you say dates in the Complaint
22 not being consistent?

23 A. So the dates that they are
24 reporting --

1 Q. That LexisNexis is reporting?

2 A. Yes -- that Experian is
3 reporting, and basically getting that
4 information from Experian that's being
5 reported to LexisNexis.

6 Q. Are there any other alleged
7 inaccuracies that we haven't already discussed
8 with the PenFed accounts that you're alleging?

9 A. Not that I recall.

10 Q. How did you first learn of
11 these alleged inaccuracies that LexisNexis is
12 supposedly reporting?

13 A. I believe I put a copy of my
14 consumer report, I think it was in 2022, and I
15 think that's when I disputed, sometime in
16 2022.

17 Q. And previously Sarah
18 represented to you that PenFed did not sell
19 your account. Do you recall that
20 representation?

21 A. I recall her saying that, yeah.

22 Q. And it's your position as you
23 sit here today that you do not believe that is
24 accurate, correct?

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1 A. I don't believe that's
2 accurate, because they wouldn't send me that
3 information. If they did, then that poses
4 another issue which we would have to address.

5 Q. When did you first become aware
6 of LexisNexis's involvement that led you to
7 filing suit against them?

8 A. After the dispute. Pretty much
9 everything formulates after the dispute with
10 LexisNexis.

11 Q. What did you do after you
12 learned of the inaccuracies relating to
13 LexisNexis's --

14 A. When I learned that they were
15 reporting it, I obviously filed a dispute and
16 I filed another dispute. The first dispute
17 results claim that it was deleted, but I
18 waited a little while to call back and they
19 said it was still on there and so I disputed
20 it again and I got the same result, saying it
21 was deleted and it still wasn't deleted.

22 Q. In your third Amended
23 Complaint, Paragraph 56, you allege that you
24 disputed with LexisNexis all accounts and

1 information reported by Experian related to
2 PenFed and Rev accounts. Does that match your
3 recollection?

4 A. Correct.

5 Q. What specifically in your Lexis
6 file was inaccurate?

7 A. Oh, as it relates to the
8 accounts, so it would be the balance, of
9 course, then the -- it's not just inaccurate.
10 It's incomplete as well. So that would
11 include the information, whether it's been
12 transferred or sold to a third party. I don't
13 recall all of it. I think I highlighted some
14 things and, therefore, I don't recall what I
15 highlighted. Those are just kind of the gist
16 of it.

17 Q. So that you don't feel like I
18 am trying to play a memory test with you, I am
19 going to definitely pull up some documents so
20 we can go through them.

21 A. Sure.

22 Q. Let's just go through a little
23 bit of the chronology here. Based on your
24 third Amended Complaint, the first date I see

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1 in here as relates to LexisNexis -- and please
2 correct me if I'm wrong -- is in Paragraph 56,
3 I believe, of your third Amended Complaint. I
4 will share my screen. Can you see my screen
5 here?

6 A. No, not yet.

7 Q. All right.

8 A. Yes.

9 Q. Great. So this, I'm
10 representing to you, is a copy of your third
11 Amended Complaint that was filed on May 30,
12 2024. Do you see this?

13 A. Yes.

14 Q. Going to Paragraph 55 of your
15 Complaint, you state -- can you read this line
16 for me starting with "On or about."

17 A. "On or about 1/12/22 plaintiff
18 received copy of his consumer file/report that
19 LexisNexis was reporting and published with
20 untrue, inaccurate, false incorrect,
21 incomplete information to third parties."

22 Q. And this exhibit that you cite,
23 is this Exhibit E the exhibit that was also
24 included with your first Amended Complaint?

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1 A. Correct.

2 Q. Okay. I have here what I will
3 represent to you is Exhibit-E. Do you see the
4 docket number at the top and the filing date
5 this was originally filed?

6 A. Yes.

7 Q. Do you agree that this is
8 Exhibit-E from your first Amended Complaint?

9 A. Yes.

10 Q. Okay. I want to take you
11 within Exhibit-E. You have several document
12 in here that appear to be from your LexisNexis
13 consumer file; is that correct?

14 A. That's correct.

15 Q. Okay. On Page 52 of the PDF,
16 that combines your Complaint with the
17 Exhibit-E, I've pulled up this document where
18 the top part is redacted. Do you see that
19 this is LexisNexis national credit file
20 report?

21 A. Correct.

22 Q. What information -- and I will
23 scroll down -- do you allege in these first
24 two entries is inaccurate?

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1 A. So I see the balance. I'm not
2 sure about the dates without looking at the
3 other reports. It would be also the late
4 payments depending on the discovery received
5 in this case.

6 Q. So where it says "Times late by
7 30 days" and there is a 01, is that what
8 you're referring to as the late payments?

9 A. Yeah. I guess --

10 Q. It says here by 60 days, one
11 and again, here by 90 days, two?

12 A. Yes. All that stuff is not,
13 you know, specific, so ...

14 Q. I'm sorry. When you say it's
15 not specific?

16 A. Yeah. You have got times late
17 and say by 31, but it's not -- it's not
18 showing the outline of the exact, like, a
19 history type thing. It just a roundabout
20 number.

21 Q. Okay.

22 A. That's showing one, day one.
23 Thirty days late once, 50 days late once. Is
24 that what that means? I am not sure.

1 Q. Well, this is a copy of your
2 report and you are alleging that this is
3 inaccurate. So what is your understanding of
4 what this means?

5 A. Yeah. I would say it's still
6 30 days. All of it would still be inaccurate.
7 It depends on the discovery received.
8 Previously delinquent, yeah, that date looks
9 off. So that was highlighted.

10 Q. Okay. Let me ask this first.
11 Let's just break this out a little bit. Where
12 it says times late by 30 days, by 60 days, and
13 by 90 days, are you alleging or are you
14 stating that this is inaccurate?

15 A. Yes.

16 Q. Why is it inaccurate to say
17 that you were late in paying your PenFed
18 account with this account reference by 30
19 days?

20 A. So based on the information,
21 like I said, it wouldn't show any lates
22 because they've already received the payments.
23 So any days late would be inaccurate.

24 Q. And if PenFed or -- it's our

1 understanding based on what Sarah has already
2 gone through that PenFed told you you were
3 late on a payment, correct?

4 A. Yes.

5 Q. And that is what appears to be
6 reported in this report, correct?

7 A. That's what it appears, yes.

8 Q. And if PenFed tells you that
9 you're late on a payment and then LexisNexis
10 has that information on this report, what part
11 of this is inaccurate?

12 A. Based on the record, it clearly
13 shows PenFed hasn't been telling me the
14 correct information, so whatever I have
15 highlighted is pretty much -- the credit card
16 might not be. I am not sure about that one.
17 There's a credit card, so that one.

18 Q. Okay. First let me just
19 clarify. When you say highlighted you're
20 talking about the arrows, correct?

21 A. Yes. The things pointed -- I'm
22 not sure.

23 Q. And you drew those arrows in,
24 correct?

1 A. Yes.

2 Q. Then we go down to the
3 previous, prev. delinq., so previously
4 delinquent. Is it your understanding that's
5 what that means?

6 A. So I am not going to go by the
7 arrow. The arrow is kind of pointing out
8 certain sections. I am going to go by what I
9 know of the inaccuracies and it's going to be
10 the late payments, the delinquency dates, the
11 balance, incomplete information would be not
12 reported as being transferred or sold to a
13 third party.

14 Q. We are going to come back to
15 this. I am going to keep this flagged. So
16 the first account listed here, this is one of
17 your PenFed accounts, correct?

18 A. Yes.

19 Q. The second account listed here
20 is referencing your credit line with PenFed,
21 correct?

22 A. That second one, yes, I see
23 PenFed in the corner.

24 Q. Okay. On this particular line

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1 where it talks about your credit line, can you
2 read for me the description here starting with
3 credit line?

4 A. Credit line, "Credit line
5 closed"?

6 Q. And below that?

7 A. "Closed account."

8 Q. What on this account, on this
9 report is inaccurate?

10 A. I don't see too many errors on
11 that specific one, other than as not showing,
12 I guess charged off, because that's what they
13 claim that it is.

14 Q. Is it showing that the account
15 is closed?

16 A. Yes.

17 Q. Is it showing that any payments
18 are due on the account?

19 A. Nope.

20 Q. So other than not including the
21 language "charged off," is there anything else
22 that to you makes this account information
23 seem inaccurate?

24 A. Not that I can see, other than

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1 I am not sure that 17 -- 171, I don't know
2 that account number. That's inaccurate.

3 Q. So you believe this may be
4 inaccurate?

5 A. I know that's inaccurate if
6 that's the account number. Same thing with
7 the one at the top.

8 Q. Let's go down. This is the
9 second page of that -- well, Page 3. This is
10 the next page of that.

11 A. Yes.

12 Q. And I am representing to you
13 that this is the Rev Financial Credit Union
14 account. Does that appear accurate?

15 A. Correct.

16 Q. Can you read for me the line
17 starting with "Unpaid balance."

18 A. "Unpaid balance reported as a
19 loss by credit grantor/charge off, deposit
20 related" is the next line.

21 Q. Can you tell me what in this
22 account section is inaccurate?

23 A. The balance would be one.

24 Q. Which number are you referring

1 to?

2 A. I think it's the 471.

3 Q. What is inaccurate about 471?

4 A. There's no amount owed on that.

5 Q. Okay. And anything else?

6 A. I want to say the delinquency
7 dates, but I can't -- I couldn't tell you
8 100 percent off of that. But the account
9 number is another one.

10 Q. Okay. And then this is the
11 last on this part of that report. Can you
12 see here that it says Pentagon Fed?

13 A. Yes.

14 Q. This is for an auto loan?

15 A. Correct.

16 Q. With respect to this, what is
17 inaccurate on this line or this section of the
18 report?

19 A. So they are not reporting the
20 balance, so that's correct. Account number,
21 yeah, I am just referring to the account
22 number.

23 Q. So what I want to represent to
24 you, this was the exhibit that you included in

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1 your first Amended Complaint which was filed
2 on November 2nd, 2022, correct?

3 A. Correct.

4 Q. Okay. And a lot of it is
5 redacted, so I wanted to make sure that we got
6 to see all of the information during this
7 deposition. So I pulled the original letter
8 that was sent to you with this copy in it so
9 that we could see the full copy.

10 A. Sure.

11 Q. According to your Complaint, on
12 or about January 12th you received a copy of
13 your consumer file, correct, from LexisNexis?

14 A. Yes.

15 Q. This combined document that I
16 have here, it's 124 pages long and it's dated
17 January 11th, 2022. Can you see that?

18 A. Yes.

19 Q. Does this look familiar to you?

20 A. Yes.

21 Q. Is this a copy of the documents
22 that you would have been sent after that call
23 that you had with LexisNexis in January?

24 A. I believe so.

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1 Q. Okay. So let me take you to --
2 this is a copy of the report that we were just
3 reviewing.

4 A. Yes.

5 Q. This says LexisNexis National
6 Credit File Report, correct?

7 A. Correct.

8 Q. Can you tell me what it says
9 under "Date Reported"?

10 A. Under or --

11 Q. I'm sorry. Next to "Date
12 Reported."

13 A. 10/1/2021.

14 Q. What is your understanding of
15 the date reported? What does that mean to
16 you?

17 A. That that's the information --
18 the date that they received the information.

19 Q. The date that who received the
20 information?

21 A. LexisNexis.

22 Q. And just generally, what is
23 your understanding of what a national credit
24 file report is?

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1 A. A consumer report.

2 Q. Do you see anything else in
3 this document that could indicate that this is
4 a consumer report?

5 A. Yes. It has information on a
6 consumer, so it's a consumer report.

7 Q. I want to direct your attention
8 here to requester, where it says State Farm
9 Mutual.

10 A. Uh-huh.

11 Q. Is State Farm Mutual your auto
12 insurance carrier?

13 A. Yes.

14 Q. Do you have information as to
15 whether they requested this report to be
16 generated?

17 A. I don't recall any information
18 on that.

19 Q. So if we go back to your
20 exhibit, I just again want to bring it up
21 here. If you see the number or the
22 combination of numbers and letters down here
23 in the corner, I just want to make sure that I
24 am representing to you that this is the same

1 document just not redacted.

2 A. Yes.

3 Q. CD060-10-19I. Do you agree
4 that the copy I am showing you is the same
5 number here at the bottom?

6 A. Yes.

7 Q. Combination of letters and
8 numbers?

9 A. Yes.

10 Q. So this report, as you noted,
11 is dated 10/1/2021 and it has the account
12 entries that we just discussed.

13 A. Okay.

14 Q. Per your Complaint, you then
15 made a dispute with LexisNexis in June of
16 2022, correct?

17 A. Correct.

18 Q. Between January of 2022 and
19 June of 2022 what happened? Why did you
20 wait -- well, let me just ask. What was going
21 on after you learned of the alleged
22 inaccuracies in January of 2022?

23 A. Well, I been dealing with other
24 lawsuits, so I didn't have time to address.

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1 Once I received a copy of the report -- so
2 when I had time to issue the issues related to
3 the report I disputed it.

4 Q. When you raised this dispute on
5 June 2nd, 2022, what did you dispute
6 specifically?

7 A. The account and the information
8 being reported.

9 Q. Did you ask specifically -- did
10 you go line by line through that report
11 similar to what we just did?

12 A. I specifically went through
13 everything that's being reported.

14 Q. And could you state again, why
15 did you wait almost six months to dispute this
16 information?

17 A. Because I have -- I had
18 lawsuits still going on at the time, so I had
19 to deal with that information before I could
20 address what I received from the LexisNexis.

21 Q. Do you recall disputing
22 anything else with LexisNexis other than your
23 PenFed and Rev account at the June 2nd date?

24 A. No, I don't recall.

1 Q. When you disputed this
2 information with LexisNexis, did you have a
3 copy of that report in front of you?

4 A. I don't recall whether it was
5 in front of me or not.

6 Q. Did you provide LexisNexis with
7 any information regarding your dispute of
8 these inaccuracies that you allege?

9 A. No. I don't think I provided
10 any documentation. I just requested that the
11 information be disputed that they reported.

12 Q. Did you receive any response
13 from LexisNexis after your June 2nd, 2022
14 dispute?

15 A. Yes.

16 Q. Do you recall what you
17 received?

18 A. The results.

19 Q. The results of?

20 A. Of the dispute, investigation.

21 Q. Okay. So did you receive a
22 packet that was similar to the one that I just
23 showed you from the January 11th packet?

24 A. I received a letter. I had to

1 request again for the packet, because they
2 only sent -- I think it was -- I think they
3 just sent something about logging in to get a
4 copy of it. So they didn't actually send me a
5 full-on report. I had to use a code to get to
6 that report.

7 Q. So they sent you a link to a
8 portal; is that correct?

9 A. Yeah. I think I had to call to
10 get it because it didn't come.

11 Q. Okay. Do you also recall
12 receiving a letter dated June 30, 2022?

13 A. Something about the date, yes.

14 Q. Can you just take a look at
15 this letter and summarize what you see here.

16 A. Basically says, as a result of
17 seller dispute please be advised that you may
18 have multiple communications if you dispute
19 multiple items in your LexisNexis file. You
20 recently contacted LexisNexis Risk Solutions,
21 LexisNexis regarding information associated
22 with -- to your file. In accordance with the
23 Fair Credit Reporting Act LexisNexis filed
24 your dispute regarding the following data with

1 the listed entity, which is Experian, on
2 8/2/2022.

3 Q. I think it says 6.

4 A. 6/2/2022.

5 Q. So is it your understanding
6 that this letter is the results --

7 A. The results --

8 Q. -- of LexisNexis's
9 investigation?

10 A. Yes.

11 Q. And part of that investigation
12 was that LexisNexis filed a dispute with
13 Experian?

14 A. Correct.

15 Q. And this letter is notifying
16 you that LexisNexis made that dispute,
17 correct?

18 A. Correct.

19 Q. So after your dispute on
20 June 2, 2022 you would have received this
21 letter, which, again, was included with your
22 first submission?

23 A. Yes, I recognize the letter.

24 Q. Okay. Thank you. I know you

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1 mentioned that you called LexisNexis back to
2 get a copy of your file --

3 A. Yes.

4 Q. -- in or around June of 2022,
5 correct?

6 A. Correct.

7 Q. I am going to pull up what was
8 sent to you. So you called in around the end
9 of June 2022 to get a copy of your file and
10 there were, you know -- again, I am
11 representing to you that there were a number
12 of documents included in that packet.

13 A. Yes.

14 Q. I am representing that this is
15 a combined bundle of those documents. One of
16 the letters was dated July 20, 2022.

17 A. Yes.

18 Q. Okay. This is a copy, by the
19 way, of the letter we just reviewed that was
20 attached to your First Amended Complaint.

21 A. Okay.

22 Q. In your Complaint -- and you
23 will also see that the code down here, the
24 combination of letters and numbers, is that

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1 different than the combination that I
2 previously showed you from the other letter?

3 A. I don't recall if it is the
4 same or different. It looks a little bit
5 different.

6 Q. Okay. So if we take a look at
7 this bundle of documents, I am going to go
8 ahead and take you down to that NCF report
9 again that we have already reviewed. Can you
10 tell me the date reported?

11 A. It says 5/30/2022.

12 Q. Can you tell me what it says by
13 requester name.

14 A. State Farm.

15 Q. Okay. Scrolling down. Again,
16 this is an unredacted copy.

17 A. Yes.

18 Q. We have two accounts reported
19 here. Were these two of the accounts that you
20 dispute the accuracy of in June of 2022 with
21 LexisNexis?

22 A. Yes. PenFed accounts, correct.

23 Q. And based on what we've already
24 reviewed, can you tell me if these are still

1 listed inaccurately, in your opinion?

2 A. Yes.

3 Q. I believe you testified just a
4 few moments ago that this second account, when
5 it says "credit line closed," that there is no
6 pending balance, correct?

7 A. Correct.

8 Q. Payments. I apologize. And
9 what else in this do you allege is inaccurate?

10 A. Where the claim is not charged
11 off, I see they corrected the charge off on
12 the top line. So they charged off the
13 account. The number is still inaccurate.
14 There is no balance, so that's correct.

15 Q. And then if we scroll down to,
16 again, the auto loan. What of this is
17 incorrect or inaccurate?

18 A. I would say the balance -- not
19 the balance. The account number, there is no
20 balance.

21 Q. The account number. All right.
22 After you received this packet, what did you
23 do with respect to LexisNexis?

24 A. I believe I disputed again and

1 they provided the same results.

2 Q. You disputed again after you
3 received this letter, correct?

4 A. Correct. It's still on there
5 when they said it was off.

6 Q. What is your understanding of
7 how LexisNexis was supposed to resolve this
8 dispute?

9 A. Well, based on what they said,
10 it's supposed to be removed.

11 Q. Based on what they said?

12 A. The results say that the
13 accounts had been removed that I disputed.

14 Q. Did they tell you this verbally
15 that it would be deleted?

16 A. They wrote it down. It's
17 written. The first page, yeah, you go back to
18 the results, it says that we removed these
19 accounts or removed -- based your dispute, the
20 accounts or whatever was removed.

21 Q. Okay. Let me go back so we can
22 make sure we are on track with the dates.
23 After you made your dispute on June 2nd, you
24 received information from LexisNexis on or

1 about June 30, correct?

2 A. Correct.

3 Q. And that is this packet that we
4 are discussing now, correct?

5 A. Yes. Right.

6 Q. And from this packet, as we
7 have already discussed, the report is dated
8 5/30/2022, correct?

9 A. Correct.

10 Q. You next allege in your
11 Complaint, Paragraph 58, that on or about
12 July 29 you received an updated consumer
13 credit file and report from LexisNexis,
14 correct?

15 A. Correct.

16 Q. And that was enclosed --

17 A. Yes, basically that.

18 Q. And after this date, after
19 July 29, what did you do next with respect to
20 LexisNexis?

21 A. I disputed again.

22 Q. Based on your Complaint did you
23 make the dispute on August 15th, around
24 August 15th, 2022?

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1 A. Correct.

2 Q. And what happened next?

3 A. Just disputed the same way I
4 disputed the other one, information, same
5 accounts.

6 Q. What was the response that you
7 received?

8 A. Again, they told me that the
9 accounts had been removed.

10 Q. Okay. So after the August 15th
11 dispute that you made. And you received
12 another packet from LexisNexis, correct?

13 A. Correct.

14 Q. I am going to pull up what I
15 have here. This is the September 15th, 2022
16 letter that you would have received. Do you
17 recognize this?

18 A. Yes.

19 Q. Okay. So I am going to take
20 you down to that report again that we have
21 that contains the alleged inaccuracies.

22 A. Okay.

23 Q. So this is from the
24 September 15, 2022 report. Now, can you tell

1 me what it says after day reported?

2 A. Date reported, 5/30/2022.

3 Q. What does it say for requester?

4 A. State Farm.

5 Q. Okay. I am going to represent
6 to you, because I have it pulled up here, that
7 this report, which is in your July 29, 2022
8 packet, is the exact same as the report that
9 is in your September 15th, 2022 packet.

10 A. Okay.

11 Q. Comparing the two, can you see
12 that the date reported says May 30, 2022?

13 A. Yes.

14 Q. And can you see that the
15 requester is State Farm Mutual?

16 A. Yes.

17 Q. Okay. Is it your opinion that
18 this should have been updated between July 29
19 and September 15th?

20 A. Yes.

21 Q. Why is that your opinion?

22 A. Because there was another
23 investigation with dispute results basically
24 saying that it was removed and they providing

1 me the same report and still showing the
2 accounts are on there.

3 Q. Do you believe that LexisNexis
4 should be providing updated copies of an NCF
5 report in a consumer disclosure?

6 A. Yes.

7 Q. Do you understand that an NCF
8 report is something that's requested by, in
9 this instance, State Farm?

10 A. It's still part of the consumer
11 report, though.

12 Q. Why is it your belief that this
13 is part of a consumer report?

14 A. Because that's what it says.
15 It's been filed as a consumer report. That's
16 what LexisNexis put in their letters.

17 Q. And if LexisNexis compiles a
18 consumer file which has historical documents
19 in it, it is still your belief that State Farm
20 should have requested a new NCF report?

21 A. No. Well, LexisNexis will send
22 an update what they are are reporting. So if
23 they compiling this exact definition of what a
24 consumer reporting agency is, so they are

1 supposed to make the adjustments.

2 Q. And this is a copy of a report
3 dated 5/30/2022, correct?

4 A. Correct.

5 Q. Okay. This is a copy of a
6 report that had been previously generated and
7 it lives in your file with LexisNexis,
8 correct?

9 A. Yes.

10 Q. So is it your understanding
11 that State Farm should have requested a new
12 copy so that it could have been put into your
13 file?

14 A. I am going by what LexisNexis
15 reporting to me. So I don't know who
16 requested or anything of that nature. It's
17 related to what they have in their file. So
18 if their file is not showing an accurate
19 information and they are telling me it's
20 removed, I should get a copy of it saying that
21 it's been removed.

22 Q. This is an NCF report. This is
23 something that -- again, I will represent to
24 you that this something that LexisNexis sells

1 to its customers, in this case State Farm.
2 This is a copy of a report that State Farm
3 would have requested from LexisNexis on
4 May 30th, 2022.

5 A. Uh-huh.

6 Q. Does that make sense?

7 A. Yeah. LexisNexis also has
8 SageStream, so they still in-house these
9 information on a consumer report. Sage and
10 LexisNexis is all one. So if you request for
11 a consumer dispute either with SageStream,
12 they direct you to LexisNexis.

13 Q. Sure. And when they are
14 directed to LexisNexis -- and, you know, we
15 can talk about SageStream in a moment if we
16 need to, but I am just talking purely about
17 what State Farm is asking LexisNexis for.
18 Does that make sense?

19 A. Yeah, I mean, I get it.

20 Q. Okay. So with respect to this
21 NCF report which is dated May 30, 2022 -- and
22 I am representing to you that this is just a
23 historical copy of the report that was put in
24 your file. This is not something new that was

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1 generated by LexisNexis. Do you understand
2 what I am saying?

3 A. I got you.

4 Q. Okay. If this is a historical
5 document, what was LexisNexis supposed to
6 update and send to you in September of 2022?

7 A. It should have still been an
8 updated report. I am assuming you still sent
9 the same thing, but if you refer back to the
10 previous dispute and it showed 2021, of course
11 they said it was removed, but if you
12 looking -- even if State Farm reported it, it
13 is still showing the account was still there.
14 So if they didn't remove it on the first one
15 they definitely didn't remove it on the second
16 one. You can see they are different dates.

17 Q. It's your belief that
18 LexisNexis to be accurate needed to remove
19 this account; is that correct?

20 A. If that's what they are saying
21 they did, because that's what their results
22 show that happened.

23 Q. After you made your dispute in
24 September did you receive another letter

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1 regarding an investigation into Experian's
2 information?

3 A. I think I only did two
4 disputes.

5 Q. Okay. All right. I am going
6 to show you -- this is a copy of a letter that
7 was attached to Exhibit-E in your Complaint.

8 A. Okay.

9 Q. Can you tell me what date is on
10 this letter?

11 A. September 8, 2022.

12 Q. Okay. And what does it say for
13 dispute date?

14 A. 8/15/2022.

15 Q. And what else is this letter
16 indicating to you?

17 A. Dispute filed with Experian.
18 The account has been removed. Information
19 disputed has been removed from your file,
20 which is the accounts.

21 Q. What disputed information do
22 you believe should have been removed?

23 A. Well, they saying that the
24 accounts that I dispute, basically, the

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1 accounts and the information, so the whole
2 account should have been removed.

3 Q. Does it say in this letter that
4 the account was removed from your report?

5 A. It says the information
6 disputed -- the disputed information from your
7 file and I have disputed all the information
8 that I recently notified you of. So all of it
9 should have been deleted, but as you can see
10 it's still the same information.

11 Q. Okay. Well, it's not. I mean,
12 that was just a copy of the report, correct?

13 A. It's a copy of the report, but
14 it's still showing the account and this letter
15 clearly shows that it's been removed.

16 Q. This letter, if I am reading it
17 correctly, it says "As of the date of this
18 establish LexisNexis has removed the disputed
19 information." Did you dispute that you had an
20 account with PenFed?

21 A. No. I disputed the account and
22 the information reported. That should be on
23 the call.

24 Q. So it's your testimony that you

1 disputed that you had an account at some point
2 in time at PenFed?

3 A. I don't dispute that I have an
4 account. I dispute the information, so the
5 account and the information. Regardless, it's
6 still in dispute, both the account and
7 information, but the information is still the
8 exact same information. So regardless,
9 whatever they claim that they removed, it
10 clearly shows it has not been removed.

11 Q. So are you testifying that
12 LexisNexis should have deleted this entry in
13 its entirety?

14 A. Correct.

15 Q. And it's your understanding
16 from this letter that you received that they
17 deleted the entry in its entirety?

18 A. Correct.

19 Q. Where does it say in this
20 letter that they did remove your account
21 entirely from this report?

22 A. They said that they removed
23 disputed information, so what other disputed
24 information other than the account and the

1 information?

2 Q. Right. But you're testifying
3 that you disputed information about the
4 account, correct?

5 A. Yes.

6 Q. Did you dispute that the
7 account should not have been on the reporting
8 at all?

9 A. Basically, yeah.

10 Q. Basically, or did you? I am
11 just asking. I am trying to understand.

12 A. I am saying based on the
13 results. If someone is telling me something
14 has been removed, I'm assuming they removing
15 the disputed information, which is the
16 accounts and information. You can't have the
17 information without the account. So if you
18 are disputing it, you remove the information,
19 you got to remove the account along with it.

20 Q. So it is your belief that in
21 order to correct an alleged inaccuracy for an
22 account that you actually did have, LexisNexis
23 should have just deleted the account; is that
24 correct?

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1 A. I believe that they should do
2 what they notified me of as a result of their
3 investigation, which was remove the
4 information. As I said before, you can
5 clearly see the same information is there.
6 They didn't remove anything.

7 Q. And as we've discussed, this is
8 a copy of an old report, correct?

9 A. This is, but the previous
10 report showed 2021.

11 Q. Yes. I am only talking about
12 the reports that you were sent after you made
13 your dispute.

14 A. Okay.

15 Q. So there were two reports that
16 you received, or two copies of reports that
17 you received in your consumer file, correct,
18 one in July and one in September, correct?

19 A. Correct.

20 Q. And the September report that
21 you received is a copy of the report that you
22 also received in July, correct?

23 A. I believe so.

24 Q. Other than this historical

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1 report, this static report, which we agree is
2 a copy from your September file as to what was
3 in your July file, where else in your consumer
4 file is any information reported about your
5 PenFed account?

6 A. Well, I need to retract that.
7 I don't think it's copy of what I received in
8 my July file, is it? I think that was 2021 it
9 showed, right?

10 Q. No. And --

11 A. It was different?

12 Q. Let me be clear. Let's go
13 back. We have your letter, your packet that
14 you received from LexisNexis --

15 A. Okay.

16 Q. -- in July of 2022, correct?

17 A. Correct.

18 Q. So we have got July 2022.

19 A. Okay.

20 Q. And you received this NCF
21 report that was dated 5/30/2022, correct?

22 A. And that's from the results
23 from July.

24 Q. Well, this is a report that was

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1 included in your consumer file --

2 A. Okay.

3 Q. -- that you requested in June
4 and July of 2022.

5 A. Yeah, which is part of the
6 consumer file.

7 Q. It is part of the consumer file
8 that you requested, correct.

9 A. Right.

10 Q. Is this a copy of the NCF that
11 we've been discussing, the National Credit
12 File report?

13 A. I believe so.

14 Q. And then going to your
15 September 15th packet that you would have
16 received. I am going back to the same report
17 in that document that we have previously
18 discussed. Again, is it your understanding
19 that this is a copy of the NCF report that you
20 also received in July of 2022?

21 A. I can't confirm whether it's a
22 copy. I know that it was included in the
23 results, I guess, the updated report.

24 Q. And we did compare, right, if

1 you recall --

2 A. Yes. Just telling me that they
3 didn't provide me an updated report. That's
4 pretty much all that's telling me.

5 Q. Is this telling you that this
6 is an exact duplicate of the report that we've
7 looked at from your July packet?

8 A. It looks similar.

9 Q. All right.

10 A. I can't say it's an exact
11 duplicate. I'd have to go and look at all the
12 numbers and match them up and see if it is an
13 exact duplicate.

14 Q. Well, lucky for you I have done
15 that and I am representing to you that it is
16 an exact duplicate. So other than these two
17 packets that we have, one from July of 2022
18 and one from September of 2022, is there any
19 other information in either the July 2022
20 packet or the September 2022 packet reported
21 about your PenFed accounts?

22 A. Not that I can recall.

23 Q. Okay. Does information about
24 PenFed appear anywhere else in your consumer

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1 file?

2 A. I don't recall. I can't say.
3 Sorry.

4 Q. There is no right or wrong
5 answer. You're fine. I appreciate that. So
6 let's just move on.

7 A. Okay.

8 Q. Do you currently have car
9 insurance?

10 A. Yes.

11 Q. Who are you insured by?

12 A. State Farm.

13 Q. Have you been insured by State
14 Farm over the past five years?

15 A. Yes.

16 Q. Okay. Have you had car
17 insurance with any other entities within the
18 past five years?

19 A. No.

20 Q. Have you ever applied for car
21 insurance with anyone else in the past five
22 years?

23 A. Yes.

24 Q. What was the reason for

1 applying for different insurance?

2 A. I guess lower rates.

3 Q. Okay.

4 A. Or better rates.

5 Q. And who did you apply for
6 insurance --

7 A. I can't recall who actually it
8 was.

9 Q. Were you provided quotes for
10 those applications for other insurance?

11 A. Yeah. They were higher, so
12 that's why I stuck with State Farm.

13 Q. Do you recall how long you had
14 car insurance with State Farm?

15 A. Since 2008 or 2009.

16 Q. Has your policy ever lapsed
17 with State Farm?

18 A. No.

19 Q. And by lapsed, do you
20 understand that I am talking about, missing
21 payments?

22 A. Yes, I know what you mean.

23 Q. Thanks. Did State Farm ever
24 raise your premiums since you have been

1 insured with them since 2009?

2 A. Yes.

3 Q. Do you know why they would have
4 raised your premiums since 2009?

5 A. I want to say taxes, the
6 economy, something like that. You have got,
7 again, records.

8 Q. Yes. That was actually my next
9 question. Have you ever been in an accident?

10 A. I have, but not when I had
11 State Farm.

12 Q. Okay. Have you ever reported
13 any claim to State Farm for any reason,
14 vehicle damage, accident, injury?

15 A. No.

16 Q. Okay. We have covered
17 already --

18 A. Let me retract that. I had a
19 windshield issue.

20 Q. Cracked windshield?

21 A. Yes.

22 Q. The driving in South Carolina?

23 A. Yeah, exactly.

24 Q. That's where my cracked

1 windshields come from. Okay. So we have
2 already talk generally about the damages that
3 you are alleging in your Complaint. I just
4 want to briefly touch on some of the things
5 that you have alleged specific to LexisNexis.

6 A. Okay.

7 Q. You allege in your third
8 Amended Complaint that LexisNexis's action and
9 inaction has caused, quote, the loss of the
10 ability to purchase and benefit from credit.
11 Does that match your recollection?

12 A. Yes.

13 Q. Have you ever been denied
14 credit?

15 A. Yes.

16 Q. In your responses to
17 LexisNexis's request for Interrogatories, does
18 this appear to be your responses to
19 LexisNexis's requests?

20 A. Yes.

21 Q. And just so we are on the same
22 page, is this a verification that you signed
23 to Interrogatories?

24 A. Yes. Correct.

1 Q. All right. In Interrogatory
2 Number 10 the question was related to your
3 alleged inability to purchase and benefit from
4 credit. Then Interrogatory 11, it's a similar
5 question that you allege credit --

6 A. Correct.

7 Q. In your responses you allege
8 that Lexis's actions or inactions, as
9 referenced in your Complaint, caused you to be
10 denied credit with Upgrade, Inc. on 4/27/2021,
11 correct?

12 A. Correct.

13 Q. What kind of credit were you
14 applying for with Upgrade, Inc.?

15 A. I believe they have -- it was
16 either a credit card or a line of credit. I
17 don't recall.

18 Q. Do you remember what you needed
19 a line of credit or a credit card for?

20 A. I don't recall.

21 Q. And I saw in your responses to
22 the request for production that you produced a
23 copy of a letter dated April 27, 2021 for
24 upgrading. I am going to take you to that

1 now. Do you see that this is a document
2 labeled NLB2211-63?

3 A. Correct.

4 Q. Is this a copy of something
5 that you disclosed in your responses to
6 Lexis's discovery requests?

7 A. Yes.

8 Q. What's the date of this letter?

9 A. 4/27/2021.

10 Q. Is this a response from
11 Upgrade, Inc. to your credit application?

12 A. Yes.

13 Q. Can you read for me the reason
14 they did not approve you for your application?

15 A. It says, "Insufficient use of
16 accounts in the past 12 months. Borrower does
17 not qualify for minimum loan amount given
18 application source, recent delinquency, high
19 number of recent inquiries."

20 Q. And below that I see that it
21 lists the information that they have coming
22 from TransUnion, SageStream, and Lexis -- in
23 whole or in part from LexisNexis, SageStream,
24 or TransUnion, correct?

1 A. All three, yeah.

2 Q. What evidence other than these
3 references do you have that Upgrade, Inc.
4 denied you for credit based on information
5 they received from LexisNexis?

6 A. This letter is telling me that
7 they received this information from
8 LexisNexis, so the information that they have
9 is pretty much information related to PenFed.

10 Q. And what information do you
11 have that they made this credit decision based
12 on the alleged inaccuracies of the PenFed
13 account?

14 A. Well, as presented to the
15 previous attorney and you as well, as far as
16 the inaccuracies, if they requested a report
17 they also received those inaccuracies on the
18 report.

19 Q. Is it possible that they made a
20 credit decision based on anything else in your
21 report?

22 A. I only go by the way they
23 provided.

24 Q. What information do you have

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1 that LexisNexis reported your PenFed account
2 to Upgrade, Inc.?

3 A. By them saying that they
4 received a consumer report from them, that's
5 what this letter pretty much says.

6 Q. But what information do you
7 have that the PenFed account was listed on
8 that report that would have been sent to
9 Upgrade, Inc.?

10 A. Based on the consumer report,
11 or the consumer file that I received from
12 LexisNexis that showed the PenFed accounts on
13 there.

14 Q. Sure. As we have gone through
15 couple of times, it shows the PenFed account,
16 correct, on the NCF report?

17 A. Correct.

18 Q. This report was requested by
19 State Farm Mutual, correct?

20 A. Yeah. It was part of the
21 consumer file, right.

22 Q. So it's your belief that
23 everything that was sent to you would also be
24 sent to Upgrade, Inc.?

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1 A. If it was part of my consumer
2 file.

3 Q. So it's your belief that a
4 report requested specifically by State Farm
5 Mutual with private information about your
6 accounts would have been shared with a
7 separate third party?

8 A. Yes.

9 Q. Do you have a copy of any
10 report from LexisNexis that was requested by
11 Upgrade, Inc.?

12 A. No.

13 Q. Going back to your
14 Interrogatory responses, I also see here that
15 you are alleging you were denied credit from
16 Foundation Group, LLC on November 24, 2021; is
17 that correct?

18 A. Correct.

19 Q. What kind of credit were you
20 applying for with Foundation Group?

21 A. I believe they had, like, some
22 sort of business loan or credit, something
23 like that. So it was being used for pretty
24 much my real estate business.

1 Q. What evidence do you have that
2 you were denied credit?

3 A. Didn't I provide a denial?
4 Well, I don't have it, so obviously it was
5 denied.

6 Q. Okay. So just by virtue of not
7 having --

8 A. I don't have it, yeah. If I
9 don't have it, that means I wasn't approved,
10 so I was denied.

11 Q. So do you accept every loan or
12 line of credit that you're approved for?

13 A. Most of the time, yes.

14 Q. And you do not have a letter of
15 denial from Foundation Group, however?

16 A. I couldn't find one.

17 Q. Do you believe the reason you
18 were denied credit by Foundation Group is
19 because of information sent by LexisNexis?

20 A. Information that's being
21 reported, correct.

22 Q. What evidence do you have that
23 LexisNexis reported your PenFed accounts to
24 Foundation Group?

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1 A. Well, based on the consumer
2 file that they sent me, they basically telling
3 me that this is the information in my consumer
4 file. So if this is the information in my
5 consumer file it's the information that's in
6 my consumer report. So if they request for a
7 consumer report they will receive the same
8 information that I am looking at.

9 Q. Again, your belief is that
10 LexisNexis would have sent a report that was
11 requested by State Farm to Foundation Group?

12 A. They have included that --
13 whatever it is that they are saying was
14 requested from State Farm, they included it as
15 part of my consumer file. So if they are
16 providing consumer reports, whatever is in my
17 consumer file is what they would provide to
18 whoever is requesting my report. As a credit
19 reporting agency that's what they do.

20 Q. What information or evidence do
21 you have that Foundation Group relied upon
22 information from LexisNexis to deny you
23 credit?

24 A. It is showing on the report

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1 that they created an inquiry with LexisNexis.
2 That's where they got the information from.

3 Q. Did you ever speak with anybody
4 at Foundation Group about the denial of credit?

5 A. Probably in the past. I don't
6 recall. I just know I got a denial.

7 Q. Do you have an affidavit or
8 some sort of documentation that says "We
9 relied on LexisNexis to deny you credit"?

10 A. LexisNexis is the only place I
11 see that they pulled the consumer report.
12 It's not on any other consumer reports.

13 Q. Moving on to the third company
14 that you list in your Interrogatory responses.
15 It says that you were denied by America [sic]
16 Express on May 23, 2021; is that correct?

17 A. Correct.

18 Q. What kind of credit were you
19 applying for?

20 A. I believe that was a credit
21 card.

22 Q. And what evidence do you have
23 that you were denied credit?

24 A. I believe I provided a copy of

1 that denial.

2 Q. Do you believe the reason you
3 were denied credit -- and is it America or
4 American Express?

5 A. Yeah. I got it wrong.

6 Q. No problem. I wanted to verify
7 that I have got the right company.

8 A. Yeah.

9 Q. What evidence do you have that
10 you were denied credit by American Express
11 because of information sent by LexisNexis?

12 A. The denial letter, I believe.

13 Q. Forgive me. I didn't see a
14 denial letter in your file.

15 A. I didn't have one?

16 Q. I am not saying you didn't have
17 one. I am just saying I didn't see it. So I
18 apologize if I overlooked something.

19 A. I probably would be able to
20 look into it, but I did still provide a copy
21 of the consumer report that shows American
22 Express. I believe I did provide it. I have
23 to look again to see.

24 Q. Like I said, I may have

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1 overlooked it. I apologize. What evidence do
2 you have that LexisNexis reported the PenFed
3 accounts to American Express?

4 A. Based on consumer reports that
5 I received, based off of that same
6 information.

7 Q. What evidence do you have that
8 American Express relied on that information to
9 deny you credit?

10 A. That's the -- LexisNexis is the
11 only credit reporting agency that they
12 requested a consumer report from.

13 Q. Okay. And going into your
14 damages further down, we have spoken already
15 about the allegations of the mental and
16 emotional distress and pain, anguish,
17 humiliation and embarrassment. What facts do
18 you have to support your damages that you have
19 mental and emotional distress?

20 A. It would be the same as
21 explained before, just denials and everything.

22 Q. Okay. What emotional distress
23 have you suffered as a result of the three
24 alleged credit denials listed?

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1 A. Not being able to get approved
2 for any credit.

3 Q. Have you ever received
4 counseling or therapy?

5 A. No.

6 Q. Have you ever discussed your
7 mental anguish and distress with anyone?

8 A. No.

9 Q. Have you ever seen a doctor for
10 these damages?

11 A. No.

12 Q. Are you on medication for any
13 emotional distress or mental anguish?

14 A. No.

15 Q. Have you ever experienced any
16 physical injuries as a result of your
17 emotional distress?

18 A. Headaches, kind of physical
19 injuries, so yes.

20 Q. Do you understand that I
21 represent LexisNexis Risk Solutions, Inc.?

22 A. From what with you told me,
23 yes.

24 Q. When you called the LexisNexis

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1 Risk Consumer Center in January of 2022 was it
2 your belief that you were speaking to
3 LexisNexis Risk Solutions, Inc.?

4 A. Yes.

5 Q. Okay. When you called the
6 LexisNexis Consumer Center on June 2nd of 2022
7 was it your belief that you were speaking to
8 LexisNexis Risk Solutions, Inc.?

9 A. Yes.

10 Q. And when you called the
11 LexisNexis Risk Solution Consumer Center on
12 August 15th, 2022 was it your belief that you
13 were speaking with representatives of
14 LexisNexis Risk Solutions, Inc.?

15 A. Yes.

16 Q. And the written communications
17 that you've received from LexisNexis Risk
18 Solutions, Inc. that are included in your
19 Complaint or in response to any requests for
20 copies of your file, is it your understanding
21 that these documents were sent by LexisNexis
22 Risk Solutions, Inc.?

23 A. Yes.

24 Q. You have recently made claims

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1 against LexisNexis Risk Solutions Florida and
2 LexisNexis Risk Solutions Data Management; is
3 that correct?

4 A. Yes.

5 Q. And what is your evidence that
6 these other entities are involved?

7 A. Based on the information I
8 received from previous cases, I believe I --
9 did I provide that on the record? I am not
10 sure if I did or not. I think I just
11 referenced the case with that information,
12 that LexisNexis and these other entities are
13 involved in some way, shape, or form but they
14 are not disclosing everything.

15 Q. And --

16 A. That's why I am getting this
17 conflicting information.

18 Q. And is it your belief that
19 LexisNexis continues to report alleged
20 inaccuracies?

21 A. Based on the results that I am
22 receiving and copies of the consumer reports
23 after the results, yes.

24 Q. So based on the copy of the

1 May 30, 2022 NCF report that is in your
2 consumer file you believe that LexisNexis
3 continues to report alleged inaccuracies on
4 your PenFed and Rev accounts; is that correct?

5 A. That's correct until proven
6 otherwise with the discovery I receive.

7 Q. And based on your prior
8 testimony, you do not recall or you do not
9 know whether PenFed, the accounts, are listed
10 anywhere else in your consumer file; is that
11 correct?

12 A. Yeah, I don't recall.

13 Q. Other than the May 30, 2022
14 copy of the NCF report that was requested by
15 State Farm, what evidence do you have as you
16 sit here today that LexisNexis is still
17 reporting inaccuracies?

18 A. You said based off of the --

19 Q. I said other than the May 30,
20 2022 copy of your NCF report, what evidence do
21 you have that Lexis is still reporting alleged
22 inaccuracies?

23 A. Other than that, I don't recall
24 any other ones right now.

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1 MS. LLOYD: Okay. Well, that's
2 all the questions I have. Hopefully
3 that wasn't too painful.

4 THE WITNESS: It's fine.

5 MS. LLOYD: Thank you for your
6 time.

7 - - -

8 (Whereupon, a lunch recess was
9 held from 1:33 p.m. to 2:06 p.m.)

10 - - -

11 EXAMINATION

12 - - -

13 BY MR. SCHNELL:

14 Q. Mr. Bruce, my name is Grant
15 Schnell. As I just mentioned, I represent one
16 of the defendants, Experian Information
17 Solutions, Inc.

18 A. Okay.

19 Q. I am going to jump around a
20 little bit. A lot was covered earlier and I
21 don't want to retread any of that. It would
22 be unnecessary. So I may need a couple of
23 moments in between topics or questions just to
24 gather my thoughts. So if you see me moving

1 some papers around or scrolling through my
2 computer, that's what I am doing.

3 A. Sure.

4 Q. I am trying to just make this
5 as efficient as possible for the remaining
6 time we've got. Okay. So what I think I have
7 heard you say today -- and let me know if you
8 disagree --

9 A. Sure.

10 Q. -- is that you don't pay your
11 debts on time; is that fair?

12 A. No, I don't -- yeah.

13 Q. That's not a fair statement?

14 A. Not a fair statement based on,
15 like, the information I provided you related
16 to what actually goes on when it comes to a
17 loan.

18 Q. When you say information
19 provided to you, are you referring to me, the
20 lawyer, or are you referring to Experian?

21 A. To you, as far as if you're a
22 part of the case then it's already on the
23 record.

24 Q. Okay. I am not sure I

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1 understand that. What I think I heard you say
2 today earlier, though, is that the Federal
3 Reserve is the entity that is paying your
4 debts. Is that generally right?

5 A. The Federal Reserve is the
6 agency that they going to on behalf of the
7 borrower to get the funds. So if they going
8 to the Federal Reserve on behalf of the
9 borrower, then, yes, they are getting paid and
10 yes, they are registered with the Federal
11 Reserve, I already checked that, since 1994.

12 Q. My question is a little simpler
13 than that. My question is: Is it your
14 contention that Federal Reserve is the entity
15 that has been paying your debts?

16 A. The Federal Reserve --
17 according to the Federal Reserve Act,
18 according to the law, a promissory note is
19 considered payment. So yes, if they receiving
20 a promissory note they are going to the
21 Federal Reserve, because they have access to
22 go to the Federal Reserve and the law says
23 that the promissory notes are backed by
24 Federal Reserve notes, so yes.

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1 Q. Let's talk specifically about
2 the PenFed -- sorry. Didn't mean to interrupt
3 you. Go ahead.

4 A. I was done.

5 Q. Let's talk about the PenFed
6 account specifically.

7 A. Sure.

8 Q. It's your contention that the
9 Federal Reserve paid part of that account,
10 correct? Yes or no?

11 A. I am saying they paid the whole
12 account.

13 Q. Understood. Is that same thing
14 true for the Rev FCU account we have been
15 talking about earlier today?

16 A. Rev, no. Their account was
17 paid off based off of the credits that they
18 received from the IRS.

19 Q. Your contention is that the IRS
20 paid for the entirety of the Rev FCU account,
21 correct?

22 A. Rev based on they own in-house
23 transaction, that account balance should have
24 been zeroed out, but they go to the IRS to get

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1 recoupment of that credit. So when they
2 charge it off, they charge it off to the
3 allowance for loan or lease account, that is a
4 separate account and there is a debiting and
5 crediting transaction that goes on there.
6 That is not documented and that should be
7 documented as part of the policies. So the
8 economic principals that everyone has is not
9 100 percent, you know, informed about that
10 transaction.

11 Q. You would agree with me, sir,
12 that sir Rev FCU was not paid, correct, by
13 either you or the IRS?

14 A. Well the transaction is created
15 based on my account, so it's based on my
16 account.

17 Q. That's not my question, sir.

18 A. What's your question? Go
19 ahead.

20 Q. Your Rev FCU account, you would
21 agree with me that neither you nor the IRS
22 made payments on that account?

23 A. Correct. Well, I didn't make a
24 payment. IRS provided them credit, so --

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1 because you're asking me if IRS made a
2 payment, whether they received a payment. I
3 say they received a credit in the amount of
4 whatever the debt was and that offsets that
5 balance.

6 Q. You agree with me the IRS did
7 not make any payment for that debt, correct?

8 A. Credit is payment.

9 Q. Would you agree with me, sir,
10 that -- you have been talking a lot about
11 inaccurate reporting. Would you agree with me
12 if the reporting by Experian in the credit
13 reports was accurate that you would not have
14 any FCRA claims against Experian?

15 A. Repeat that question.

16 Q. Yes. If Experian's reporting
17 of your information was accurate, then you
18 would not have any FCRA claims against
19 Experian, correct?

20 A. Correct.

21 Q. In Paragraph 12, I think it is,
22 of your third Amended Complaint there is an
23 allegation that says Experian is a quote,
24 furnisher, end quote of consumer credit

1 information. Do you recall that allegation?

2 A. Yes.

3 Q. Do you understand that a
4 furnisher as opposed to a consumer reporting
5 agency has a specific meaning under the FCRA?

6 A. Yes.

7 Q. What is the factual basis for
8 your contention that Experian is a furnisher
9 under the FCRA?

10 A. Well, they furnish information
11 to LexisNexis and LexisNexis is using that
12 information to report.

13 Q. I will break that down. What
14 information do you contend was reported by
15 Experian to LexisNexis?

16 A. The PenFed account and whatever
17 is in that National Consumer File, I guess it
18 was. They reporting that as part of their
19 consumer report. Plus, when they do the
20 dispute it goes back to whoever they got their
21 information from, which is considered usually
22 the data furnisher, which is Experian.

23 Q. So in other words, your
24 contention is that because Experian publishes

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1 a consumer report that makes it a furnisher of
2 information under the FCRA?

3 A. No. They reporting information
4 to a consumer reporting agency as it relates
5 to a consumer.

6 Q. I don't think this was covered
7 earlier. Are you currently employed, sir?

8 A. I work for myself.

9 Q. Okay. And what would you say
10 your occupation is?

11 A. It was covered before, data
12 entry. We talked about that at the beginning.

13 Q. Okay. How long have you been
14 doing data entry self-employment for?

15 A. This one was for about as
16 presented before, it was in November of last
17 year, about around that time frame, and then
18 before that it was -- it was consulting my
19 real estate stuff.

20 Q. Understood. Sorry. I must
21 have just missed that. I don't mean to --

22 A. Yeah. I mentioned that at the
23 beginning.

24 Q. You discussed earlier a number

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1 of different lawsuits you have been involved
2 in. Do you recall that testimony?

3 A. Yes. We provided that
4 information as well at the beginning.

5 Q. I was just asking if you
6 remember talking that earlier.

7 A. Yes.

8 Q. Were you deposed in any of
9 those lawsuits?

10 A. Yes.

11 Q. How many of those lawsuits were
12 you deposed?

13 A. Two.

14 Q. Which lawsuits were those?

15 A. The Experian, Equifax, and
16 TransUnion, one with the state law claims, and
17 the TransUnion versus Rev case.

18 Q. Have you ever been late on
19 paying your taxes, sir?

20 A. Not that I can recall.

21 Q. Have you ever filed for
22 bankruptcy?

23 A. Yes.

24 Q. When did you file for

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1 bankruptcy?

2 A. It was in in 2007, but it was
3 withdrawn -- I mean, 2017, but it was
4 withdrawn shortly after.

5 Q. What was the purpose in filing
6 bankruptcy in 2017?

7 A. I think it was mostly related
8 to the foreclosure issue, but then I found a
9 better way to address that.

10 Q. When you say the foreclosure
11 issue, you're referring to the Carrington
12 Mortgage account?

13 A. Correct. Based on -- it's a
14 lot of issues related to that case that's
15 going on.

16 Q. What was that?

17 A. It was more directed for an
18 actual litigation type based versus a
19 bankruptcy. So it was redacted, basically,
20 withdrawn.

21 Q. What property did the
22 Carrington Mortgage account relate to?

23 A. The [REDACTED] property, Pavilion
24 Street.

1 Q. Can you provide that full
2 address again?

3 A. [REDACTED] Pavilion Street.

4 Q. Is that your current address as
5 well, sir?

6 A. Yes.

7 Q. And, obviously, your house has
8 not been foreclosed on finally, correct?

9 A. Correct.

10 Q. So that case is still in
11 litigation?

12 A. Correct.

13 Q. When was the last time you made
14 a payment on that mortgage?

15 A. Last time, as far as additional
16 payments, would probably have been 2015.

17 Q. You have resided in that house
18 since 2015 without making a payment; is that
19 correct?

20 A. Without making any additional
21 payments, correct.

22 Q. Did you pay the loan in full?

23 A. They have already been paid as
24 well.

1 Q. And that's also pursuant to the
2 theory that the Federal Reserve paid for the
3 mortgage?

4 A. There's a lot of other theories
5 Reese associated with that, so --

6 Q. You didn't pay money?

7 A. It's pretty much what I -- I
8 have facts on, so ...

9 Q. But you didn't pay money on the
10 loan, that's right, correct?

11 A. Well, anything that's done on
12 my behalf is pretty much coming from me.

13 Q. But you personally, sir, I am
14 asking you about you, not anything done on
15 your behalf, you did not make payments on that
16 mortgage, correct?

17 A. I don't know what you mean by
18 personally.

19 Q. Well, have you ever paid for
20 gas, sir?

21 A. Yeah, I use my -- if I pay for
22 gas, if I paid with, what, \$20 isn't that an
23 instrument, \$20, I am paying for gas.

24 Q. That's what I am asking.

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1 A. So I provide a promissory note,
2 yes, I paid for it.

3 Q. You personally paid for it, you
4 understand that, right?

5 A. My promissory note is my
6 personal instrument, is it not?

7 Q. That's what I am getting at.

8 A. Yes.

9 Q. You personally paid for that
10 gas?

11 A. I am saying yes, based on my
12 promissory note.

13 Q. But you did not personally pay
14 for the mortgage since 2015, correct?

15 A. I didn't pay any additional.

16 Q. Do you think that's fair you've
17 been living in a property for nearly ten years
18 and you haven't made any payments?

19 A. I don't think it's fair that
20 the banks like to hold off stuff and hide
21 information and not disclose the full
22 transaction.

23 Q. That wasn't my question, sir.

24 A. Well, that's the question --

1 that's the answer.

2 Q. Okay. Earlier you mentioned
3 something about an accounting principle and
4 you were talking about theories of payment.
5 Are you an accountant, sir?

6 A. Am I an accountant, no, I am
7 not an accountant.

8 Q. Do you know what a charge-off
9 is?

10 A. I know what I read related to a
11 charge-off and what goes on in that
12 transaction.

13 Q. Can you tell me what you
14 believe and understand a charge-off is in your
15 own words?

16 A. I believe -- I can tell you
17 what I read as it relates to this situation
18 when it comes to PenFed, that, as I explained
19 before, PenFed has an allowance for loan and
20 lease lost account, which is a reserve account
21 for any losses. When they charge off an
22 account, which means that they -- they take
23 the balance and transfer it or -- it's really
24 debited from one account to another. So they

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1 debt the allowance account and credit the
2 receivable balance on an account, so it's not
3 even associated with that account no more.
4 But they are reporting a balance, so if they
5 did the proper accounting it would document
6 did the proper accounting of where that
7 balance actually is. It's no longer with the
8 current account. It's a different account
9 that it is associated with now.

10 Q. Does that complete your answer?

11 A. Yes. And evidence of that is
12 on the record as well.

13 Q. Earlier I think you looked at,
14 it was Exhibit-17, it was a \$4,000 money
15 order. Do you remember that?

16 A. Yes, money order, bill of
17 exchange.

18 Q. Bill of exchange. Is there a
19 difference in your mind between a money order
20 and a bill of exchange?

21 A. Kind of similar in nature.

22 Q. But can you tell me what the
23 difference is?

24 A. I don't recall the difference

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1 right now, but the money order is pretty much
2 based off of the Federal Reserve Act as well.

3 Q. Are you aware where that money
4 order was issued from?

5 A. I don't recall.

6 Q. You mentioned before your data
7 entry work and you were in the real estate
8 business; is that right?

9 A. Yes.

10 Q. What do you do in the real
11 estate industry?

12 A. In the real estate I used to
13 just buy and flip houses.

14 Q. Do you have to be licensed to
15 do that?

16 A. No.

17 Q. Are you licensed at all in
18 connection with any real estate business you
19 have or had?

20 A. Not licensed, no, not -- I
21 think it depends on what location they require
22 you to have a business license and if it was
23 required I would have it by then, but I don't
24 have any as of now because I am not doing that

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1 business right now.

2 Q. At the time did you have a
3 separate entity that you were running this
4 real estate business through, a registered LLC
5 or corporation?

6 A. No. Not for real estate, no.

7 Q. Have you ever registered a
8 business entity?

9 A. Well, actually, I did have
10 another one. It was a partnership. It was
11 cash flowing properties a while back for real
12 estate. But yeah, that was before the capital
13 return investments.

14 Q. I want to talk about your claim
15 specifically to Experian. I understand -- my
16 understanding, at least, of one them is that
17 you believe Experian -- my understanding, sir,
18 is that one of your claims against Experian is
19 that it failed to conduct a reasonable
20 reinvestigation of your disputes. Do you
21 agree with that?

22 A. Yes.

23 Q. How many disputes as it
24 concerned Experian are at issue in your

1 complaint?

2 A. I believe it's two. Yeah, I
3 believe it was two of them.

4 Q. Okay. Fair. I pulled up one
5 of the video screens --

6 A. I know there was one related to
7 September of 2021. And I think --

8 Q. Let me ask you about that
9 September of 2021 dispute.

10 A. Okay.

11 Q. Do you recall what accounts you
12 are contending serve as a basis of your
13 reinvestigation claim against Experian in that
14 September 2021 dispute?

15 A. I think it was mostly the
16 credit card. I think I disputed both of them
17 or three of them. But the balance -- go
18 ahead.

19 Q. That's PenFed, right, is
20 essentially what I am trying to get at?

21 A. Rev was on there as well.

22 Q. What was that?

23 A. Rev Federal Credit Union was on
24 there.

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1 Q. Any others that you can recall?

2 A. Those four, I believe.

3 Q. And a similar question but with
4 the second dispute, I will let you know the
5 Complaint at least says it was June of 2022.

6 A. Okay.

7 Q. Was it the same accounts at
8 issue in that second dispute?

9 A. I believe it was, with the
10 exception of maybe one.

11 Q. You mean one of the PenFed
12 accounts --

13 A. I believe so, yeah.

14 Q. -- had been corrected by 2022?

15 A. I don't recall whether it was
16 corrected or not. It might have been, but I
17 don't think I disputed it.

18 Q. But no other accounts other
19 than the PenFed or Rev FCU at issue in this
20 case; is that fair?

21 A. Correct. Correct.

22 Q. What is the basis of your
23 allegation that Experian failed to reasonably
24 reinvestigate your disputes?

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1 A. Well, one, as spoken about
2 before, is that they failed to document the
3 account has been transferred and sold to a
4 third party. There is some issues with the
5 dates, I believe, that I have highlighted in
6 the case. There was a copy of the dispute
7 directly with the credit bureaus that they
8 failed to address as well, but that was
9 disputed under the Fair -- not Fair Credit --
10 Fair Credit Billing Act, which they failed to
11 review that as well. They failed to document
12 that, which requires them to document the
13 account as disputed and they still didn't do
14 that as well.

15 Q. Sir, you don't know what
16 Experian did to reinvestigate your account,
17 correct?

18 A. They provided some results, but
19 they didn't provide whatever procedure they
20 used. I think I requested that, if I am not
21 mistaken. I have to go back and check.

22 Q. My question is a little
23 different. You don't know because you don't
24 work for Experian, right?

1 A. Correct.

2 Q. You don't know what procedure
3 they took to reinvestigate either of your
4 disputes, correct?

5 A. Well, I know that they created
6 an ACDV, which is an automatic dispute
7 resolution.

8 Q. You know that through the
9 lawsuit, right? You found it in discovery?

10 A. What's that?

11 Q. You learned that in discovery
12 in this case, right.

13 A. No. I had that already part of
14 my claims.

15 Q. I am going to ask about the
16 second claim instead, which is the procedures
17 claim. You understand that is a separate
18 claim in your lawsuit against Experian?

19 A. Yes.

20 Q. You allege Experian failed to
21 establish or follow procedures, maintain
22 possible accuracy of information, right?

23 A. Yes.

24 Q. In what way do you think

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1 Experian failed to establish or follow those
2 procedures?

3 A. Well, as it relates to the
4 state claims, they don't have procedures in
5 there that require them to get specific
6 documentation as it relates to the
7 verification of the accounts, which is
8 required by the state. In their documents
9 they reference that they are required to
10 follow the state laws as well as the federal
11 laws, but they don't have that part of they
12 policies and procedures.

13 Q. Have you seen Experian's
14 policies and procedures, sir?

15 A. I believe I have a copy from a
16 previous case.

17 Q. I also understand from the
18 Complaint you're alleging a defamation claim
19 against Experian, right?

20 A. Yes.

21 Q. Other than what you talked
22 about with respect to the reinvestigation
23 procedures claim, is there anything different
24 about the defamation claim, any other facts

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1 supporting the defamation claim that are
2 different?

3 A. No. It would be the same as
4 what I presented before.

5 Q. Are you contending that any
6 damages caused by Experian were different than
7 any of the other defendants in this case? In
8 other words, are you seeking the same damages
9 against Experian as you are all of the other
10 defendants?

11 A. The same type of damage there.
12 Of course, there's different reports that's
13 being pulled. One might report -- pull from
14 TransUnion. One might pull from Experian or
15 Equifax. So separate damages as relates to
16 those.

17 Q. Tell me, then, which ones are
18 you contending pertain to Experian?

19 A. I believe I provided that in
20 the discovery. You have to pull that up.

21 Q. The first one here looks like
22 Navy Federal, which you talked about earlier,
23 right?

24 A. Yes.

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1 Q. It was a business credit card
2 in the amount of \$20,000, denied May 13, 2022,
3 right?

4 A. Correct.

5 Q. I want to shortcut it this way:
6 Other than any documents you have, is there
7 any other evidence you intend to provide
8 showing that Experian was the entity that
9 damaged you in connection with any of these
10 credit denials identified in your
11 Interrogatories? In other words --

12 A. No. Yeah, I get it. Not at
13 the moment. Whatever I provided so far is
14 what I have.

15 Q. By the way, this Navy Federal
16 account for \$20,000 you applied for in May of
17 2022, if you did get a \$20,000 credit with
18 Navy Federal, did you ever intend to pay that
19 money, or the Federal Reserve had paid that
20 account as well?

21 A. I haven't addressed that issue
22 yet, so it is not an issue --

23 Q. That wasn't my question. My
24 question is: If you had been actually been

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1 extended credit in the amount of \$20,000, you
2 would agree with me that somebody had to pay
3 Navy Federal back, right? My question is --

4 A. Apparently, I am paying
5 additional payments, so if that answers the
6 question.

7 Q. No. This is an account that
8 you don't have, right. We are talking
9 about this \$20,000 business credit card,
10 right?

11 A. Okay. Go ahead.

12 Q. If you have been extended
13 credit, which you weren't, in the amount of
14 \$20,000 by Navy Federal, you would agree with
15 me that somebody had to pay Navy Federal back,
16 right?

17 A. Yes, if they provide a loan.

18 Q. My question, then, is: Was it
19 your intent if you have been granted this
20 \$20,000 credit that you would ever pay that
21 money as opposed to the Federal Reserve?

22 A. As I stated before, it's paid
23 on my behalf, so regardless, it would have
24 been paid.

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1 Q. Is it fair to say that all of
2 the accounts identified in your
3 Interrogatories as to Experian, any credit
4 that you have would have been extended and you
5 weren't, you are claiming these are damages,
6 any amount of credit would have been paid back
7 on your behalf, not by you, correct?

8 A. I mean, it's still me. It's on
9 my behalf. It's nobody else behalf, so ...

10 Q. Sitting here today, sir, do you
11 know what the total calculation of damages
12 you're seeking against my client, Experian,
13 is?

14 A. I am not sure. Did I provide
15 one -- I am not sure if I provided one or not
16 during discovery.

17 Q. I am not asking about in
18 discovery. Sitting here today, you're
19 testifying under oath, do you know how much
20 you're seeking against my client, Experian, in
21 this case?

22 A. No, I don't recall that.

23 Q. More than \$10,000?

24 A. Yes, I am sure it's more than

1 ten.

2 Q. More than \$100,000?

3 A. I don't recall. It might be
4 around that range.

5 Q. Less than \$150,000, though?

6 A. Close to a settlement maybe.

7 Q. I am not asking about
8 settlement.

9 A. In total, I can't recall. I
10 don't recall the total damages without looking
11 at what I already calculated.

12 Q. You would agree with me that
13 Experian would be entitled to know that at
14 some point in the case, right?

15 A. Yes. Yes. Like I said, I
16 think I provided it. I am not sure. If not,
17 it will definitely be coming soon.

18 Q. You may have. By the way,
19 let's take the PenFed account as an example,
20 and the Federal Reserve is paying this debt on
21 your behalf. Can you tell me when that
22 payment was made?

23 A. That would be a question
24 related to discovery. I am still waiting on

1 discovery from PenFed.

2 Q. So your testimony is, then,
3 that you don't know, right, if a payment --

4 A. I don't know the exact dates,
5 no.

6 MR. SCHNELL: Those are all the
7 questions I have for you at this
8 moment, sir.

9 MR. BARTON: I will jump in
10 next.

11 - - -
12 EXAMINATION

13 - - -

14 BY MR. BARTON:

15 Q. Mr. Bruce, my name is Eric
16 Barton. I represent Equifax in this case.
17 You realize you're still under oath, correct?

18 A. Correct.

19 Q. Great. How much money did you
20 make in 2021, approximately?

21 A. I don't recall.

22 Q. Give me a ballpark.

23 A. I don't -- I am under oath, so
24 I don't want to throw out numbers.

1 Q. I understand it's not a
2 specific number. You can't provide any
3 estimate at all?

4 A. No, because I haven't really
5 thought about what I have made or went through
6 any documents related to that.

7 Q. Was it more than \$100,000?

8 A. I don't recall.

9 Q. No idea at all?

10 A. No.

11 Q. How about in 2022, two years
12 ago, approximately how much money did you
13 make?

14 A. Yeah, I don't recall either.

15 Q. You can't even make an
16 approximation?

17 A. No.

18 Q. How about last year, 2023?
19 Approximately how much money did you make?

20 A. I don't know. I don't recall.

21 Q. \$50,000? You can't provide any
22 estimate, any range?

23 A. No.

24 Q. This year, approximately how

1 much money have you made this year?

2 A. I want to say a couple
3 thousand, but I am not sure.

4 Q. Where do you recall receiving
5 payments from this year?

6 A. Basically from the data entry.

7 A. You mentioned the data entry.
8 What data are you entering?

9 A. Just data from clients.

10 Q. What clients?

11 A. Certain information that they
12 provide me that they want documented.

13 Q. What clients?

14 A. Just whatever comes through the
15 data entry.

16 Q. With all due respect, that's
17 pretty vague, data entry. I mean, data for
18 what?

19 A. It's just information that
20 someone provides me that they want documented.

21 Q. Such as?

22 A. Because its personal
23 information, I don't want to say kind of what
24 it is. Data entry information they provide me

1 that they want documented.

2 Q. Companies or individuals?

3 A. These are individuals -- well,
4 they are, like, sole proprietors.

5 Q. Does this in any way have to do
6 with credit reporting?

7 A. No.

8 Q. Do you ever help any people or
9 companies with credit disputes?

10 A. I provided information before.

11 Q. When did you do that?

12 A. I don't recall the dates.

13 Q. Do you still occasionally do
14 that?

15 A. Not really.

16 Q. Did you do it last year?

17 A. I don't recall. I don't think
18 I did. I don't recall.

19 Q. How many times have you helped
20 either a company or an individual with
21 disputing credit information?

22 A. I don't recall. They send out
23 they own information. I just provide them
24 related to what the law provides and provide

1 them a section to review.

2 Q. I understand. How many times
3 have you done that?

4 A. I don't recall. Probably a few
5 times, six, seven. I don't know. I don't
6 recall.

7 Q. Did you charge people to do
8 that?

9 A. I think I charged them for my
10 time.

11 Q. You charged them for your time?

12 A. Yeah.

13 Q. How did they find you to do
14 that?

15 A. I guess friends of friends.

16 Q. Did you advertise at all?

17 A. No.

18 Q. This data entry you're doing,
19 is this on behalf of a company?

20 A. I'm subcontracted basically.

21 Q. For who?

22 A. It's called Datamass, is the
23 company.

24 Q. So Datamass is the company.

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1 You're a subcontractor for them and they
2 provide you with data to enter?

3 A. Yeah.

4 Q. And what are you entering it
5 into?

6 A. I -- just some, I guess,
7 documents, I guess. It's just whatever
8 information, they provide it to me, I enter it
9 into a document and provide it back to them.

10 Q. What do you charge them? Do
11 you charge them per hour?

12 A. It's whatever the company
13 charges. I just get paid a percentage. It's
14 not by hourly.

15 Q. How many hours a week do you do
16 that?

17 A. I would say maybe five to eight
18 a day, probably about five hours a day. I
19 would say five days a week, maybe six. Just
20 depends on the situation.

21 Q. And you've been doing that
22 approximately how long?

23 A. Just recently. I just kind of
24 trained, just kind of finished, somewhere in

1 maybe February.

2 Q. You've been doing this since
3 February?

4 A. Yeah, probably about February
5 of this year.

6 Q. And how often do they pay you?

7 A. It's once a month really.

8 Q. So how much did you make last
9 month approximately?

10 A. Last month I think it was,
11 like, \$600.

12 Q. And you said you made -- you
13 think you've made, what, \$2,000 or \$3,000 this
14 year?

15 A. I don't know if I can say. It
16 was an estimated number, so I don't
17 100 percent know.

18 Q. Understood. Approximately?

19 A. Probably, approximately.

20 Q. Any other source of income this
21 year?

22 A. No.

23 Q. Where are you sitting right
24 now? Where are you at? I'm sorry if you said

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1 this.

2 A. I am at my house.

3 Q. What's that address?

4 A. █████ Pavilion Street.

5 Q. And who lives there with you?

6 A. My sister.

7 Q. What's her name?

8 A. Cherita Trotter (ph).

9 Q. How long has she been living
10 there with you?

11 A. Probably about two years,
12 almost two years, about a year and a half
13 maybe.

14 Q. Does she pay rent at all?

15 A. No.

16 Q. Over the last year and a half
17 or however long she's been there has Sharita
18 paid you rent to live there?

19 A. No.

20 Q. You said you have one child?

21 A. Yes.

22 Q. Do you make any child support
23 payments?

24 A. No.

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1 Q. Are you still in touch with the
2 child's mother?

3 A. Yes.

4 Q. Are you still in touch with the
5 child?

6 A. Yes.

7 Q. How old is the child?

8 A. [REDACTED].

9 Q. You have been asked a lot of
10 questions about promissory notes. In your own
11 words, Mr. Bruce, what is a promissory note?

12 A. In my own words as relates to
13 what the law said, it's pretty much tender of
14 payment.

15 Q. Well, would you agree with me
16 that a promissory note is a promise to pay?
17 Promissory, sort of in the word, a promissory
18 note is a promise to pay. Do you disagree
19 with that?

20 A. That's how it's defined in the
21 law, yes.

22 Q. Okay. So if a person signs a
23 promissory note that means they are agreeing
24 to pay the amount of the promissory note; is

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1 that fair?

2 A. Correct.

3 Q. Okay. So when you sign a
4 promissory note aren't you agreeing, Mr.
5 Bruce, to pay that amount to whoever you sign
6 the promissory note to?

7 A. Correct.

8 Q. So I will admit, I am at a
9 complete loss how anyone who signs a
10 promissory note then someone other than that
11 person is obligated to pay it. Is that what
12 you're saying?

13 A. Well, the issue is, is when you
14 sign a promissory note they don't keep it as a
15 promissory note. They convert it. The
16 conversion changes it into a draft instrument.

17 Q. Who converts it?

18 A. The banks.

19 Q. What are you basing that on?

20 A. The law.

21 Q. The law, what, tell me.

22 A. It's all on the record. I
23 don't know why -- it's on the record. All you
24 got to do is review the record.

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1 Q. I have reviewed everything in
2 this case. You're getting deposed right now.
3 I need you to tell me that what you base that
4 statement on.

5 A. The Federal Reserve Act, the
6 information that relates to that.

7 Q. So according to you, Mr. Bruce,
8 anyone in America, if they sign a promissory
9 note they don't have to pay it back. The
10 government will cover that cost; is that what
11 you're saying?

12 A. That's what the law says.

13 Q. You can't honestly believe
14 that, sir, can you?

15 A. Well, provide me a copy of the
16 law that says it's not true.

17 Q. There is nothing in the law
18 that says that, sir.

19 A. What? So you got proof that
20 the banks don't go to the Federal Reserve?

21 Q. You're asking me to prove that
22 the banks don't --

23 A. I can --

24 Q. There's nothing no support that

1 statement, sir --

2 A. I can --

3 Q. -- do you agree with me?

4 A. I can prove that they are
5 stamping these notes and they're going to the
6 Federal Reserve, because that's what the stamp
7 constitutes as. That's what the law shows.
8 That's what the information as far as how they
9 deposit is documented. They going according
10 to the law. So this is exactly what they are
11 doing according to the law.

12 Q. So everybody that signs a
13 promissory note to get a credit card or a
14 mortgage, they would be foolish to actually
15 pay that because the government should be
16 paying that directly? Is that what you're
17 actually saying?

18 A. I don't make the law. I am
19 just going by what's written.

20 Q. But you agree with what I said,
21 correct?

22 A. That's the case.

23 Q. Why does anyone pay any debt
24 that they take out if the government is on the

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1 hook for it? Why would anyone make a payment?

2 A. Well --

3 Q. They don't know the law? Only
4 you know what the law is? Is that what you're
5 saying?

6 A. That might be the case. I
7 don't know what they know. I can only speak
8 to what I know and read and what I can see.

9 Q. In the lawsuits that you said
10 that you were previously involved in, some of
11 those settled, correct?

12 A. Correct.

13 Q. Did you ever receive any
14 monetary payment as part of any of those
15 settlements?

16 A. I believe so.

17 Q. Okay. How about the T-Mobile
18 case? Did they pay you?

19 A. I received a settlement.

20 Q. Correct. Did they pay you as
21 part of the settlement?

22 A. Well, that's confidential. So
23 I am only at liberty to say it was settled
24 based on our agreement.

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1 Q. You're saying that you signed a
2 confidential settlement?

3 A. Agreement, yep.

4 Q. How about with Bank of America?
5 You mentioned a Bank of America lawsuit. Did
6 that settle for payment to you?

7 A. Like I said all, I can say, it
8 was settled. Same thing, confidential
9 agreements.

10 Q. Well, you didn't say that
11 before. So you're saying that you can't tell
12 me what the terms of the settlement were?

13 A. No. I said it was settled
14 before. You never posed the question whether
15 there was actually payment of money.

16 Q. That's right. That's why I am
17 asking it now.

18 A. I am telling you, it is
19 confidential, whether there was payment --
20 whether there was money involved or not.

21 Q. Did you receive payment in that
22 case?

23 A. That's the same question
24 rephrased.

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1 Q. All right. So you won't answer
2 that one. Was there a second Bank of America
3 case? Were there two Bank of America cases?

4 A. Yes, I believe there was two.

5 Q. And did both of those settle?

6 A. Yes.

7 Q. And did both of those settle
8 pursuant to a confidential settlement?

9 A. Yes.

10 Q. You mentioned a Carrington
11 Mortgage lawsuit. That also settled; is that
12 correct?

13 A. Yes.

14 Q. Did you receive payment as part
15 of that settlement?

16 A. Same thing, confidentiality
17 agreement.

18 Q. Approximately when did the
19 T-Mobile lawsuit settle?

20 A. I think it was last year.

21 Q. Okay. How about the two Bank
22 of America cases?

23 A. I want to say one was last year
24 and the other one was, I think around 2017.

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1 Q. And then Carrington Mortgage,
2 when was that? When did that resolve? Was
3 that that before 2020, I think you said?

4 A. Was it in 2020? No, I think
5 it -- it might have been -- it had to have
6 been between '17 and '18, I believe, or might
7 have been '18 and '19. They were kind of
8 related close to the same thing as the Bank of
9 America first case in 2017. So it was kind of
10 closely around the same time frame.

11 Q. In 2023 last year, were you
12 employed by anyone?

13 A. I just worked for myself, so
14 no.

15 Q. What were you doing for
16 yourself in 2023?

17 A. I think still the same thing,
18 consultation, just for my time. I charge
19 people a little bit of money for my time.

20 Q. Time to do what?

21 A. Consultation. They asking me
22 information about, you know, the market or
23 something like that and I would provide
24 certain information. If they want a strategy

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1 to do this or that with real estate I provide
2 that information.

3 Q. With all due respect, I don't
4 know. So you did real estate consultation in
5 2023?

6 A. Yeah. So as I presented
7 before, I used to be doing investments, so,
8 like, buying and flipping and stuff like that.
9 So I provide strategies. Like, someone come
10 and ask me about a strategy. They want to get
11 into this type of investment. I might provide
12 information related to that.

13 Q. And how much did you charge
14 them for that?

15 A. I don't recall what the charge
16 was.

17 Q. Do you charge, like, an hourly
18 rate for your time?

19 A. I don't think it's hourly.
20 Probably just a set.

21 Q. Well, give me one example. I
22 mean what would you charge for someone that
23 says they want some guidance in real estate?

24 A. Maybe 75, maybe, to 150

1 probably, I don't --

2 Q. Seventy-five to \$150?

3 A. Yeah, maybe.

4 Q. And how many people,
5 approximately, did you help consult in 2023?

6 A. I don't recall.

7 Q. Did you pay taxes in 2023?

8 A. I don't -- I got an issue with
9 my taxes right now, so I don't know what's
10 going on.

11 Q. Did you file for -- did you
12 file taxes?

13 A. In '23, no.

14 Q. In 2023?

15 A. No.

16 Q. How about in 2022?

17 A. I don't believe I did.

18 Q. 2021?

19 A. I believe I did, but I think
20 those are the ones that is under review. So
21 there is whatever situation that is and they
22 haven't taken the time to get back with me.

23 Q. 2023, did you make more money
24 off of the settlements you reached or with the

1 work that you did helping people?

2 A. I don't recall.

3 Q. Possibly more in the
4 settlements, yes?

5 A. The way it's referenced, the
6 way I receive a payment or not with
7 settlement, so I don't recall. I can't answer
8 the question.

9 Q. I don't follow. You indicated
10 that you received settlement payments. You
11 can't tell me how much?

12 A. I said I received a settlement.
13 I never said it was a payment or not. Your
14 question is now whether there's a payment and
15 I am telling you I can't answer that because
16 it's confidential.

17 Q. So you are refusing to answer
18 that question; is that fair?

19 A. I don't understand. I can't
20 answer it based on an agreement.

21 Q. I haven't seen the agreement.
22 Will you provide the agreements to me?

23 A. Sure.

24 Q. Okay.

1 A. I believe one of them you had
2 because you represented your client in a
3 previous case.

4 Q. You also were asked about
5 charge-offs earlier. Just out of curiosity,
6 if a lender charges something off, if the
7 lender loans someone money and then they
8 charge that amount off, that's not the same as
9 the lender getting paid that money, correct?

10 A. I don't know. I don't know
11 whether it's paid or not. I just know that
12 the transaction itself creates an accounting
13 and --

14 Q. I'm saying, a person goes to a
15 bank and they say "Will you loan me \$5,000?"
16 The bank says yes and they give that person
17 \$5,000 and that person says "I'll pay you
18 back" and then that person doesn't pay them
19 back. So the bank is out \$5,000 and they then
20 charge it off, correct?

21 A. I can't confirm whether they
22 out of money or not, because they got to prove
23 whether they actually funded it.

24 Q. Well, I thought you testified

1 before that a charge-off, it's the same as
2 getting paid.

3 A. No. I said a credit is the
4 same thing as getting paid.

5 Q. I don't follow.

6 A. If they receive a credit, isn't
7 credit payment as currency in America?

8 Q. No, they don't credit. They
9 are writing in their accounting books "This
10 debt is not collectible. We are charging it
11 off. It's down to zero." There is no payment
12 back to them, correct?

13 A. And that's what the issue is.
14 You all saying it's written down in they
15 books, but according to what I am reading
16 related to they policies and procedures and
17 the actual account, there is actually an
18 account, there is a debiting and crediting
19 transaction within that account. It's not
20 just writing it down. That's the
21 misconception.

22 Q. You're saying money is actually
23 coming from somewhere else to pay it off?

24 A. Money is being transferred from

1 one account to another account when they
2 charge it off. That's what I am saying.

3 Q. And you base that on what?

4 A. Their own procedures. It's on
5 the record, allowance for loan or lease losses
6 account. The evidence is there.

7 Q. Would you agree that it's
8 possible you're wrong on that, sir?

9 A. You got to prove me wrong.

10 Q. Do you agree it's possible
11 you're wrong?

12 A. No, I don't agree.

13 Q. You believe it's impossible
14 that you're wrong?

15 A. Based on what -- like I said,
16 the law and they policies and procedures as it
17 relates to National Credit Reunion -- Credit
18 Union, whatever that is, the NC -- what is
19 it -- the Credit Union Association or whatever
20 that is, this is their policy when charging
21 off accounts. They have to have a reserve
22 account and their transactions so that they
23 have a certain amount in that account and that
24 account is supposed to be used when they

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1 charge off the account. So until they provide
2 documents that don't say that, that's what it
3 says, because the documents I provided on the
4 record shows that this is what they do.

5 Q. If a lender lends someone money
6 and that person does not pay it back are they
7 allowed to classify it as a charge-off?

8 A. They are required to charge it
9 off after 90 days.

10 Q. So there would be nothing
11 improper about that furnisher -- I'm sorry?

12 A. 180 days they are required to
13 charge it off and they required to write it
14 off after 180 days.

15 Q. So in that case there would be
16 nothing improper about the lender who provided
17 that loan, that didn't get it paid back, to
18 report out to credit reporting agencies that
19 they charged it off, correct?

20 A. I am only going by what they
21 policy, so ...

22 Q. You've got to listen to my
23 question.

24 A. I am.

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1 Q. Is there anything improper with
2 a furnisher who has charged off a debt
3 reporting to a credit reporting agency that
4 they have charged off that debt?

5 A. Correct, but that's not the
6 full accounting.

7 Q. So they are never allowed to
8 say it's charged off?

9 A. They are allowed to say it's
10 charged off, but they also allowed to say that
11 it is written off, because that's actually
12 what happened, they wrote it off. It's two
13 things. The charge-off --

14 Q. You've got to listen to my
15 question. Are they allowed to report that it
16 is charged off to a credit reporting agency?

17 A. Yes. Correct.

18 Q. I am going to put a document on
19 the screen that you saw before. Do you see
20 this document, sir, April 11, 2022, letter
21 from PenFed?

22 A. Yes.

23 Q. And you looked at this earlier
24 in your deposition, correct?

1 A. Correct.

2 Q. Just so I'm clear, so this is
3 the letter -- I am jumping down to the last
4 paragraph in it. "Mr. Bruce, as previously
5 communicated, the subject accounts are now
6 charged off. The Visa Platinum credit card
7 has been sold to UHG." Do you see that?

8 A. Yes.

9 Q. And then it provides a contact
10 number. Then it says, "The personal line of
11 credit ending in 6-77-0 has been assigned to
12 Nationwide Credit Corporation for resolution."
13 Do you see that?

14 A. Yes.

15 Q. And then again a contact
16 number. The next sentence says, "The auto
17 loan ending in 3-81-2 is still owned and
18 serviced by PenFed." Do you see that?

19 A. Yes.

20 Q. Okay. And just so the record
21 is clear, I am reading from -- this is from
22 Exhibit-C to your Complaint. In this
23 letter -- and did you receive this letter in
24 the mail?

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1 A. Yes.

2 Q. Okay. When you got this letter
3 was this the first time that you learned that
4 the Visa Platinum credit card had been sold to
5 UHG?

6 A. I learned in December of, I
7 think -- is it 2021?

8 Q. How did you learn in December
9 of 2021?

10 A. When I called PenFed right
11 after the dispute.

12 Q. Same question for the sentence
13 about "The personal line of credit ending in
14 6-00-7 has been assigned to Nationwide Credit
15 Corporation," is that the first time you
16 learned that that had been assigned to
17 Nationwide or was that also December of 2021?

18 A. Correct. All of them was -- I
19 can't recall if they provided exact
20 information as far as who had it, but they did
21 say it was transferred to a third party. I
22 received that information on a call on
23 December of 2021.

24 Q. And that call, just to be

1 clear, that was with PenFed?

2 A. Direct call to PenFed.

3 Q. So just for my own sort of,
4 like, internal timeline, prior to December of
5 2021 you thought that PenFed still was
6 servicing and still held those loans?

7 A. Pretty much, yes.

8 Q. In regards to the damages that
9 you allege against my client, Equifax, sort of
10 like Experian's counsel asked you, are the
11 damages that you're seeking against Equifax
12 the same damages as you're seeking from the
13 other defendants or the other credit reporting
14 agencies in this case?

15 A. They similar in nature based on
16 what was disseminated from Equifax.

17 Q. Are there any damages that
18 you're seeking in this case that you are only
19 seeking from Equifax and no one else?

20 A. Yes. I don't -- I got to
21 review whether I actually put down a
22 calculation for you or not. I have to go back
23 and check. But yes, there's specific damages
24 just for Equifax.

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1 Q. Are you able to articulate to
2 me what those are?

3 A. That would be based on the
4 denials.

5 Q. I am putting one more document
6 up on the screen. This is Plaintiff Nelson L.
7 Bruce Responses and Objections to Defendant
8 Equifax First Set of Interrogatories to
9 Plaintiff. It's a total of 11 pages. Is that
10 your signature on the last page there?

11 A. It looks like my signature.

12 Q. And the second to last page,
13 Page 10 of 11, it looks like a verification.
14 Did you execute that verification?

15 A. Yes. Yes, my signature.

16 Q. Great. So I will go up to
17 Interrogatory Number 4. This was the
18 Interrogatory that said "Provide a list of
19 each and every" -- sorry. That's not the one
20 I want. Number 6, this is the Interrogatory
21 that asked you to list each and every time you
22 have been denied a loan and/or credit in the
23 last five years based on the contents of your
24 Equifax credit file. Do you remember that?

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1 A. Yes.

2 Q. Okay. So if we are looking at
3 this, you have got an objection, "Subject to
4 not waiving any objections plaintiff states at
5 this time that he has been denied a cash back
6 Visa credit card from SECU on or about
7 December 9th, 2021, that plaintiff sought to
8 acquire at least \$30,000 of credit to use
9 towards his real estate business." Do you see
10 that?

11 A. Yes.

12 Q. Can you explain to me what that
13 \$30,000 was to be used for?

14 A. Basically, I was trying to get
15 back into real estate. So it probably would
16 have went to some expenses as relates to that.

17 Q. That one was for business
18 expenses, yes?

19 A. Well, personal and business.

20 Q. How much personal and how much
21 business?

22 A. I can't recall without being
23 approved for it, so ...

24 Q. You just don't know?

1 A. I don't know which one.

2 Q. Are you blaming that denial
3 100 percent on Equifax?

4 A. I believe that was an inquiry
5 of Equifax so, obviously, yes.

6 Q. Do you have the loan denial nor
7 for one? Did you provide that in this case?

8 A. I believe I provided a copy of
9 that. I think you was -- Equifax was the
10 first one that I sent to, so I got to actually
11 do a supplement to -- response to your
12 discovery, but I added additional documents,
13 so you may not have gotten notified of that.

14 Q. You have got more, please --

15 A. The link that I provided you
16 is -- well, I got to send you a new link. I
17 think I only have one link for you. I think
18 you was the first one. I will supplement that
19 and provide that information.

20 Q. The next sentence says that "On
21 11/27/2021 plaintiff was denied Premier Cash
22 Reward Visa Signature credit card from U.S.
23 Bank that plaintiff sought to acquire at least
24 \$20,000 of credit to use towards his real

1 estate business." Do you see that?

2 A. Yes.

3 Q. Was that all for business
4 expenses?

5 A. It would be the same as the
6 previous response, yes.

7 Q. The previous response being you
8 don't know how much was for business and how
9 much was for personal?

10 A. The initial would more likely
11 would be business.

12 Q. I'm sorry. Say that again?

13 A. The initial is most likely is
14 business, although -- yeah mostly business.
15 Like I said, I can't 100 percent respond to
16 that without actually being approved for the
17 credit, but it was initially applied for for
18 that.

19 Q. Are you saying that Equifax was
20 solely 100 percent responsible for the denial
21 of that credit and no one else?

22 A. The information that Equifax
23 had on file, correct.

24 Q. So nothing from PenFed? You

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1 are not seeking any money from PenFed related
2 to those first two denials?

3 A. If you phrase it that way, it's
4 kind of -- it will be between PenFed and
5 Equifax.

6 Q. Well, that's exactly how I am
7 phrasing it. I need to understand which of
8 these you are blaming entirely on my client
9 and no other defendant or no other third
10 party?

11 A. It would be both of -- so it's
12 not specifically entirely just for Equifax,
13 because the investigation required from both
14 of you guys. So it's -- probably would be
15 split 50 and 50, I guess.

16 Q. And any to LexisNexis, TU, or
17 Experian?

18 A. LexisNexis, theirs is separate
19 on that end. LexisNexis had nothing to do
20 with the issues with Equifax.

21 Q. So you are not seeking any
22 damages from LexisNexis related to this credit
23 denial for a Premier Cash Reward Visa
24 Signature credit card from U.S. Bank; is that

1 right?

2 A. Correct.

3 Q. Okay. Then we get to, "On
4 5/3/2022, 5/4/2022, 5/5/2022 plaintiff was
5 denied a mortgage with AmeriSave Mortgage
6 Corporation that plaintiff sought to acquire a
7 minimum of \$200,000 to acquire real estate
8 investment property with." Do you see that?

9 A. Yes.

10 Q. Now, you are not seeking
11 damages just from Equifax on that, are you?

12 A. Correct.

13 Q. Who are you seeking damages
14 from as it relates to that sentence?

15 A. It would be both, again,
16 Equifax and -- Equifax and PenFed, because
17 they are still reporting the information.

18 Q. Weren't you alleging that
19 against Experian?

20 A. Well, there is certain dates.
21 There is different dates there.

22 Q. Okay. So just Equifax and
23 PenFed on this sentence?

24 A. Correct.

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1 Q. And that \$200,000 was for part
2 of your real estate business?

3 A. Correct.

4 Q. Then you say that "Between
5 May 17, 2022 and May 24, 2022 plaintiff
6 applied for a credit limit increase on his
7 Visa Signature Cash Rewards credit card with
8 Navy Federal Credit Union and was denied for
9 the increase of \$12,000 that plaintiff sought
10 to acquire to use towards his everyday
11 expenses and capital return investment
12 business." Do you see that?

13 A. Yes.

14 Q. And from which defendants are
15 you seeking damages for that alleged denial?

16 A. It would be both again.

17 Q. PenFed and Equifax only?

18 A. Correct.

19 Q. And this \$12,000 you were
20 seeking was to be used for what?

21 A. Like I said, personal and
22 capital return business, expenses, basically.

23 Q. Capital return investment
24 business, does that mean what, buying homes?

1 A. Yeah, real estate, basically.
2 That's the name of the company.

3 Q. What does the company do?

4 A. Like I said, I was trying to
5 get back into real estate to, you know, buy
6 and flip homes again.

7 Q. Residential homes?

8 A. Residential or commercial, just
9 depends on the deal.

10 Q. Have you ever bought a
11 commercial property?

12 A. I had a commercial property
13 under contract before but never really was
14 able to obtain it.

15 Q. What year was that?

16 A. That was years ago. I don't
17 know exact.

18 Q. Is that at issue in this case?

19 A. No.

20 Q. Are there any other credit
21 denials that you allege that are not listed in
22 response to Interrogatory Number 6?

23 A. I don't recall any others.

24 Q. For all the loans you were

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1 seeking and you were allegedly denied that are
2 referenced in Interrogatory Number 6, if you
3 had executed a promissory note as part of
4 obtaining those loans, you would not have made
5 any payments to pay them back, would you,
6 based on your theory you described earlier?

7 A. I don't recall what I would do
8 because I haven't been approved for them.

9 Q. Well, you wouldn't have paid
10 them back, though, because you just explained
11 why there was no basis or legal need for you
12 to pay them back, correct?

13 A. Yeah, but you're going in
14 theory. I am not saying. It would be paid
15 regardless.

16 Q. You're saying it's possible you
17 would have paid them?

18 A. I am not saying anything
19 because I wasn't approved for them, so I don't
20 have anything who say about them.

21 Q. Well, sure, but I can ask you
22 what you were going to do with the money. You
23 didn't get approved for it, but you had a
24 plan, right? You applied for it because you

1 had a plan for the money, didn't you?

2 A. Yeah, but the plan is already
3 in the document you just read. I have already
4 answered that question.

5 Q. No, you haven't. You had a
6 plan for what you were going to do with the
7 money, right?

8 A. You asking me for a plan on how
9 it was going to be paid back. I can't answer
10 that question because I wasn't approved for
11 it.

12 Q. Listen to my question. You had
13 a plan for what you were going to do with the
14 money, yes?

15 A. Yes.

16 Q. Did you have a plan for paying
17 it back?

18 A. I can't understand that
19 question. I mean, you asking me a question.
20 Whatever the real estate business, I guess. I
21 don't know. I can't answer that question
22 because I haven't been approved for the loan.

23 Q. You were shown -- and we can
24 put it up on the screen if you don't

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1 remember -- but there was the money order that
2 the first lawyer put up on the screen for
3 \$20,000. Do you remember that document?

4 A. I remember seeing it, yes.

5 Q. We can put it back up if you
6 don't remember what I am talking about. But
7 there was the money order document for the
8 \$40,000 --

9 A. Yes.

10 Q. -- that was shown earlier in
11 the deposition. Do you remember that one?

12 A. Yes.

13 Q. Okay. Did you create that
14 document?

15 A. I don't recall how that was
16 done. Like I said, that was 2016 or
17 something.

18 Q. Let me put it this way: You
19 created that document, correct?

20 A. I don't recall.

21 Q. Is it possible you created that
22 document?

23 A. I don't recall.

24 Q. You have no idea how that

1 document came into existence?

2 A. I don't recall. Like I said
3 that was some years ago.

4 Q. Have you ever signed a money
5 order like that other than that one?

6 A. I don't recall. I already
7 answered that question.

8 Q. No, didn't answer that
9 question. Do you ever recall signing a money
10 order or document that was based on that
11 template?

12 A. I don't recall.

13 Q. Other than the damages for the
14 alleged credit denials that we just went over,
15 are there any other damages that you're
16 seeking from Equifax in this case?

17 A. Not that haven't been disclosed
18 inside the case, as far as the Complaint.

19 Q. No. No. I need you to
20 articulate. Are there any other damages that
21 you're seeking from Equifax in this case?

22 A. On denials, the emotional
23 distress, defamation, other than that, no.

24 Q. Okay. What emotional distress

1 damages are you seeking from Equifax?

2 A. It would be the same response
3 as before as it relates to the denials, third
4 parties seeking inaccurate information that
5 triggered the denials.

6 Q. So same damages you're seeking
7 from the other defendants in the case?

8 A. I can't say 100 percent the
9 same damages because they all based off of
10 what each -- each defendant is reporting or
11 disseminating to another third party.

12 Q. Well, here's where you tell me
13 what you're seeking just from Equifax, because
14 I don't know. So what emotional distress
15 damages are you only seeking from Equifax, if
16 any?

17 A. I haven't calculated for that.
18 I want to say the one in the Complaint, 150,
19 maybe. I don't know. I think it is already
20 documented in the Complaint how much I was
21 seeking.

22 Q. Well, I am not even talking
23 about an exact dollar amount. I am talking
24 what emotional distress are you seeking that

1 is only for Equifax?

2 A. I can't say it's just Equifax.
3 It's probably everybody all in one.

4 Q. Okay. And same for damaged
5 reputation, anything just for Equifax or
6 everyone?

7 A. Everyone.

8 Q. In your own words you would say
9 that you have sued Equifax because they, what,
10 they failed to do what or they did what?

11 A. Failed to do reasonable
12 investigation.

13 Q. What do you believe they should
14 have done that they did not do?

15 A. Well, for one, they should have
16 went by my specific dispute and found out that
17 I did dispute with them directly and that that
18 dispute was under the Fair Credit Billing Act
19 and they should have followed the cause
20 procedure as relates to the Fair Credit
21 Billing Act to document further that the
22 account was disputed by the consumer. The
23 other one is as it relates to how they are
24 reporting charged-off or sold accounts. They

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1 could have did the same investigation that I
2 did when I called and right after the dispute,
3 which at that point they told me the accounts
4 were sold or transferred. So that shows me
5 they obviously didn't do a reasonable
6 investigation because if they can just tell me
7 that over the phone what type of investigation
8 that they did that they couldn't get that same
9 type of information so that could be reported
10 accurately and completely.

11 Q. You would agree with me that
12 you submitted a dispute to Equifax dated
13 September 24, 2021, correct?

14 A. Correct.

15 Q. And in that dispute where you
16 listed a whole variety of things that you
17 believe -- why things were being improperly
18 reported, you never alleged that any of the
19 accounts in question were either sold,
20 assigned, or transferred, correct?

21 A. I don't think I specifically
22 said. I said the balance should have been
23 reported as zero, which should have caused --
24 trigger an investigation to what would cause

1 the balance to be a zero.

2 Q. Listen to my question. You did
3 not allege in your September 2021 dispute that
4 any of the accounts in question were sold,
5 assigned, or transferred because as, you
6 testified today, you didn't find that out
7 until December of 2021, correct?

8 A. Correct.

9 MR. BARTON: That's all the
10 questions I have.

11 - - -

12 EXAMINATION

13 - - -

14 BY MR. PIETRZAK:

15 Q. Hi, Mr. Bruce. How are you
16 today?

17 A. All right. How are you doing,
18 Kyle?

19 Q. Good. My name is Kyle
20 Pietrzak. I am with TransUnion. I will be
21 asking many of the same questions that some of
22 my confederates from the other credit
23 reporting agencies have asked. I will try my
24 best to get right down to it.

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1 I am going to share my screen.
2 In your own words would you describe why
3 you're suing TransUnion in this case?

4 A. Basically for not doing
5 reasonable investigation, allowing for PenFed
6 to report information that they know is not
7 the current status of the account; also for
8 reinserting information on a credit report
9 without notifying me within five business days
10 as required by law. And I think that's
11 probably the gist of it when it comes to
12 TransUnion.

13 Q. When did you first dispute the
14 PenFed accounts with TransUnion?

15 A. I believe it was in 2018, maybe
16 2018, might be 2019, somewhere between there.

17 Q. And do you recall the reason
18 that you gave to TransUnion at that time as to
19 why you believe the accounts were reported
20 inaccurate?

21 A. It was online, so -- and I
22 think the option I picked was kind of related
23 to the balance and information reporting.

24 Q. So as you remember it, you were

1 limited to certain selections? You were not
2 able to put in anything of your own
3 commentary?

4 A. I think I added an extra
5 comment as well on top of that.

6 Q. Do you recall what your extra
7 comment was on top of that?

8 A. I think something related to
9 the principles of law, I think, tender of
10 payment, something like that.

11 Q. And please describe to me what
12 you meant by that.

13 A. Basically what I am
14 representing in here, that a promissory note
15 is considered tender or payment according to
16 the law.

17 Q. So that had to do with the
18 promissory note argument?

19 A. I believe so. I am not
20 100 percent sure, because that was some time
21 ago with that. But it still documents that
22 their failure to report maximum possibly
23 accuracy as relates to that.

24 Q. That's not my question, sir.

1 A. What's that?

2 Q. Let's just pull up the dispute
3 here, just so we are not doing a memory game
4 like you said. It was 2018.

5 A. Yes.

6 Q. Can you see my screen, sir?

7 A. Yes.

8 Q. And you see "The full amount of
9 this account was tendered and has been
10 discharged by the principles of law related to
11 the tender of payment which may have been
12 refused by the creditor." Does that refresh
13 your recollection?

14 A. That sounds like the
15 information was in there. I can't remember
16 exactly what it was referring to. That's why
17 I say it's probably related to the promissory
18 note.

19 Q. You don't think this has to do
20 with that \$40,000 check that we looked at
21 earlier?

22 A. I don't recall, because the
23 dates is different.

24 Q. Okay. So when you say it may

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1 have been refused by the creditor, what is it
2 you believe that PenFed refused?

3 A. I believe it's probably the
4 promissory note. I think I sent a promissory
5 note but they never returned it, so I don't
6 know whether it was refused or not, but it
7 seemed like it was accepted, so I don't know.

8 Q. So I'm sorry. You just said
9 earlier that you were confident that PenFed's
10 records would show that they had been paid by
11 the Federal Reserve for the promissory note;
12 is that correct?

13 A. I said -- yeah, I believe I
14 said that. I can't recall 100 percent.

15 Q. So when you say here the tender
16 of payment may have been refused by the
17 creditor, why does that not line up with
18 today's testimony?

19 A. Because I believe that's
20 referring to a different instrument.

21 Q. What instrument is this
22 referring to?

23 A. I can't recall because, like I
24 said, that was a minute ago.

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1 Q. Okay. So is it your testimony
2 that you can't remember anything from 2018
3 accurately today?

4 A. I can't remember the document
5 referring to this one.

6 Q. Okay. Do you have any reason
7 to doubt that you were telling the truth when
8 you submitted this dispute to TransUnion?

9 A. As far as it being paid by the
10 principles of law, no.

11 Q. I don't know. Do you consider
12 yourself to have submitted all truthful
13 disputes to TransUnion?

14 A. Based on with the law, yeah. I
15 pretty much based it on with the law.

16 MR. PIETRZAK: Can I ask
17 counsel to pull up that Number 17
18 exhibit, the check we looked at
19 earlier.

20 BY MR. PIETRZAK:

21 Q. Do you know of the entity
22 called the Nelson Bruce Estate?

23 A. Yeah. Like I said before, I
24 don't recall everything related to this.

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1 Q. What do you recall related to
2 this?

3 A. I do not recall. This says
4 exchange, so if it was -- part of that, it
5 would go under the same thing, under the
6 Federal Reserve Act.

7 Q. And those numbers at the bottom
8 there, those are traditionally a routing
9 number for a financial institution. What is
10 your understanding of what those numbers are
11 on this instrument?

12 A. I don't recall.

13 Q. And next to that is
14 traditionally what is an account number,
15 generally tied to a bank. Do you recall or
16 have any knowledge of what those numbers might
17 be on this instrument?

18 A. Yeah, I don't recall.

19 Q. Is it possible that you
20 authored these financial instruments, as you
21 call them?

22 A. I don't recall.

23 Q. Are you aware of who the
24 trustee of the Nelson Bruce Trust is?

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1 A. I don't recall.

2 Q. Are you aware if the Nelson
3 Bruce Trust is registered in any state?

4 A. I don't recall.

5 Q. Okay. Did you submit these
6 instruments to PenFed in relation to your
7 accounts?

8 A. I don't recall or not. These
9 are -- looks like copies, so I don't recall.
10 I don't know.

11 Q. Is it possible that you were
12 committing wire fraud in 2017 when you
13 submitted these documents to PenFed?

14 A. I don't recall. I don't think
15 it would be wire fraud.

16 Q. And why is that?

17 A. Well, why is it wire fraud?

18 Q. It seems to me that somebody
19 was submitting fake money orders to PenFed to
20 cover your accounts.

21 A. It says bill of exchange. It
22 says money order, but it's still a bill of
23 exchange.

24 Q. And what is the difference as

1 far as you understand that to be?

2 A. Well, when you go to wire,
3 wiring is referring to checks. It's not a
4 check.

5 Q. So what do those routing
6 numbers and account numbers on the bottom
7 represent?

8 A. I don't recall. It's years
9 ago.

10 Q. But you don't know who sent
11 those?

12 A. I don't recall how it was sent,
13 who sent it or whatever.

14 Q. And back to my disputes here
15 with TransUnion. Was it your understanding
16 that PenFed accepted those tenders as payment
17 for your debt?

18 A. I don't recall whether they
19 accepted or not. Obviously not if it's still
20 reporting a balance.

21 Q. So being that those were dated
22 2017 is it more likely than not that the
23 dispute to TransUnion from 2018 in which you
24 referred to "The full amount of this account

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1 was tendered and has been discharged by the
2 principles and that payment may not have been
3 refused by the creditor," isn't it more likely
4 than not those are referring to those
5 documents we just viewed?

6 A. No, because that's 2018.
7 That's 2017, what you just pull up.

8 Q. Okay. So the dispute that
9 retroactively talks about the tender of these
10 documents could not be referring to the 2017
11 transaction?

12 A. I don't believe it was, no.

13 Q. Why is that?

14 A. Because the dates don't match
15 up.

16 Q. Does it say anywhere on your
17 dispute when this tender occurred?

18 A. No.

19 Q. Okay. Did you tender any
20 payment in full personally for these Pentagon
21 Federal accounts to Pentagon Federal?

22 A. I don't recall whether I sent
23 anything outside of that.

24 Q. So besides those documents we

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1 just looked at you didn't send anything with
2 regard to payment of those accounts?

3 A. I think I sent something else.
4 I just can't recall when I sent it. I want to
5 say it was promissory note and it referenced
6 the Federal Reserve Act, for them to do the
7 same transaction basically what they already
8 did. I think it refers to that. I have to go
9 back to my documents to confirm, but I believe
10 that's what that is addressed to.

11 Q. But it either has to do with
12 the documents we just looked at, which were
13 tender, or it has to do with the Federal
14 Reserve Act? Those are the only possible
15 tenders that you made on behalf of this debt;
16 is that correct?

17 A. I don't recall, but I
18 believe -- I believe it's referring to the
19 other tender outside of that.

20 Q. Okay. I will represent to you
21 here, sir, that TransUnion received this on
22 6/11/2018. Do you see there on the top? Do
23 you have any reason to dispute that date of
24 receipt by TransUnion?

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1 A. 6/11/2018, I don't know without
2 seeing the actual -- is this the online
3 dispute.

4 Q. This is your online dispute,
5 correct?

6 A. This seems like it would be.

7 Q. Okay. And do you recall what
8 the outcome of that dispute was?

9 A. I believe they deleted the
10 account.

11 Q. I will represent to you, sir
12 that in 2018 they did not delete the accounts.
13 As a result of this 2018 dispute I will show
14 you --

15 A. Is it 2019 when they deleted
16 it?

17 Q. I will show you. TransUnion
18 reinvestigation result, do you see there, sir,
19 it's dated 7/4/2018 at the top there?

20 A. Okay. Yes.

21 Q. Do you recall receiving these
22 results?

23 A. I don't recall, but I am
24 assuming so.

1 Q. Would you agree that that's
2 within 30 days of TransUnion having received
3 the dispute on 6/11?

4 A. Yes.

5 Q. Okay. Would you agree that
6 TransUnion sent you the following results of
7 all three Pentagon Federal Union accounts as
8 shown here?

9 A. Yes.

10 Q. And in the dispute we just
11 looked at did you reference anywhere in that
12 dispute that you believed that Pentagon
13 Federal Credit Union either did not own or did
14 not have the right to report any of these
15 accounts?

16 A. At that time I did not know, so
17 no.

18 Q. And when you received these
19 results what was your next step?

20 A. I think I officially disputed
21 it again.

22 Q. Okay. If you look here on
23 TransUnion results it gives you a list of
24 things to do, which includes calling the

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1 creditor directly. Did you call Pentagon
2 Federal Credit Union within 60 days of
3 receiving these results to discuss
4 TransUnion's reinvestigation?

5 A. I don't believe I did.

6 Q. Why is that?

7 A. Well, I don't think I was
8 required. These are suggestions. They are
9 not requirements.

10 Q. But you did not do that, right?

11 A. I did not.

12 Q. Okay. And the results of these
13 investigations clearly told you that
14 TransUnion was not going to delete the
15 accounts as you requested, correct?

16 A. Based on the results, correct.

17 Q. Were you under the impression
18 that TransUnion was going to delete these
19 disputed accounts once you received these
20 results?

21 A. Based off of what they provided
22 me, so I can't assume whether they was going
23 to or not.

24 Q. Okay. So you said the next

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1 thing you did was to submit a second dispute;
2 is that correct?

3 A. Yeah, I believe I sent another
4 dispute.

5 Q. Do you remember the date on
6 that?

7 A. No, I don't recall the date.

8 Q. I will show you here that this
9 received date was June 4, 2019. Does that
10 seem correct?

11 A. Okay. Yes.

12 Q. And I will represent to you
13 this is another online dispute. We can look
14 at the Pentagon Federal Credit Unions here
15 which span between the two pages here over the
16 break. Do you see those?

17 A. Yes.

18 Q. And for the claim description
19 it says "Claims true identity fraud. Account
20 fraudulently opened." Please explain to us
21 why you are telling TransUnion at this point
22 that the accounts were fraudulently opened?

23 A. I don't recall around that
24 time. I am going to say I disputed with the

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1 furnisher. I guess the information is right,
2 then.

3 Q. Well, but the part above it is
4 you chose to tell TransUnion that the accounts
5 were fraudulently opened. Were these accounts
6 fraudulently opened?

7 A. I don't know exactly why I
8 clicked that one. Probably more so for them
9 to do an investigation. I don't know. I
10 don't recall.

11 Q. So is it your testimony that
12 you intentionally lied in order to trigger a
13 reinvestigation to your liking with these
14 disputes?

15 A. No. I choose whatever option
16 that would trigger an investigation.

17 Q. Even if it is not true?

18 A. Well, if they not responding to
19 me obviously there's some sort of fraudulent
20 activity there.

21 Q. Okay. So you're choosing
22 because TransUnion is not responding, that's
23 why you said that these accounts were
24 fraudulently opened? Is that your testimony?

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1 A. I don't know if that's the
2 exact testimony.

3 Q. So if you admit that these
4 accounts were yours, why did you lie and tell
5 TransUnion that the accounts were fraudulently
6 opened?

7 A. Like I said, I don't recall why
8 I clicked that one. Like I said, I think
9 that's probably the most option as far as them
10 doing an actual investigation.

11 Q. But we admit that the part that
12 says the account is fraudulently opened that
13 that's a lie?

14 A. I don't know if it's a lie or
15 not. Like I said, if they not responding to
16 me and it all depends on how they did the
17 transaction whether it was fraudulent or not.

18 Q. When the account was opened,
19 did you open the account, yes or no, Mr.
20 Bruce?

21 A. I don't open accounts. I apply
22 for an account. It's up to the creditor to
23 open.

24 Q. Did you apply for this account?

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1 A. I applied for three accounts
2 with PenFed.

3 Q. Did you use any of the credit
4 with these accounts?

5 A. Yes, I believe I utilized
6 credit.

7 Q. Okay. So when you say that the
8 account was fraudulently opened right after
9 you say claims identity fraud, please describe
10 to mean what you mean by that, in no double
11 speak. Tell me the truth, did you open these
12 accounts?

13 A. Yes, the accounts were opened
14 by me.

15 Q. Okay. Thank you. And then in
16 here when you say "We have no contract," what
17 do you mean by that?

18 A. We have no contract based on --
19 I think I sent them -- I think I sent them
20 conditional acceptance, which pretty much -- I
21 think it's some information in there as it
22 relates to the terms and conditions, changing
23 terms of the contract and stuff like that, and
24 just kind of referring that they don't respond

1 pretty much to the documents that we don't
2 have any further contract and that this will
3 be the contract.

4 Q. Did you acknowledge that there
5 was a contract before then?

6 A. Yes, there was a contract
7 previously.

8 Q. And that was a legally binding
9 contract for you to repay your debts to them?

10 A. I don't know if it is legally
11 binding.

12 Q. So you acknowledging that you
13 did have a contract with them in regards to
14 each of those three accounts?

15 A. Correct.

16 Q. Who did you understand the
17 creditor to be when you submitted these
18 disputes?

19 A. I guess at the time I think
20 PenFed.

21 Q. And do you recall what
22 TransUnion's actions were in response to this
23 with you?

24 A. I don't recall if this was the

1 one that they deleted. I don't recall if it
2 was or not.

3 Q. So I'll represent to you, sir,
4 that as a result of this dispute that the
5 three Pentagon Federal Credit Union accounts
6 were deleted. Do you agree with that?

7 A. Okay.

8 Q. So do you have any issue that
9 TransUnion did not conduct a reasonable
10 investigation in regards to your June 2019
11 dispute?

12 A. I haven't seen the
13 investigation, so I can't 100 percent say yes
14 they did or they didn't. The results were
15 what they are.

16 Q. Okay. So we agree that the
17 three PenFed accounts were deleted in 2019; is
18 that correct?

19 A. Correct.

20 Q. But you do have an issue with
21 the 2018 dispute, correct. Is that a yes?

22 A. I want to say yeah, I believe
23 so.

24 Q. Okay. And your issue, as I

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1 understand it, is that even though you told us
2 to reinvestigate with PenFed and TransUnion
3 did go back and reinvestigate with PenFed,
4 including sending them your statement, that
5 that was unreasonable because at some point
6 later you figured out that they may have sold
7 the account before then; is that correct?

8 A. I believe so.

9 Q. So with regard to your issues
10 with that reinvestigation, what damages are
11 you aware that may have occurred between the
12 2018 dispute and the 2019 when they were
13 deleted?

14 A. I don't recall off the top of
15 of my head. I think I documented that issue
16 when I responded to your discovery.

17 Q. Is it fair to say that the only
18 thing that you attribute directly to
19 TransUnion exclusively would be to have a
20 corresponding hard inquiry with it?

21 A. As it relates to that third
22 party, I am assuming you meaning the credit I
23 applied for?

24 Q. No. I mean specifically

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1 between 2018 and 2019, which is after the
2 unreasonable reinvestigation, as you allege,
3 and before TransUnion deleted the PenFed
4 accounts, what damages occurred during that
5 period?

6 A. Probably more related to apply
7 credit, credit score, stuff like that.

8 Q. What was your credit score
9 during that period?

10 A. I can't recall.

11 Q. Do you have any proof of what
12 your credit score was during that period?

13 A. I have to go back and see, but
14 I don't recall at the moment.

15 Q. Were you denied any credit
16 because of a TransUnion credit report during
17 that period?

18 A. I can't say that I was.

19 Q. So if there were no hard
20 inquiries on a TransUnion report during that
21 period is it fair to say that you did not
22 suffer any credit damage from TransUnion
23 reporting during that period?

24 A. I can't 100 percent say that,

1 because TransUnion does report the information
2 to Credit Karma, which they use that
3 information to document your eligibility to
4 apply for certain credit. So I think at that
5 point they wasn't giving me any offers, so in
6 a way ...

7 Q. But you have no specific proof?

8 A. No specific denials, no.

9 Q. Okay. No specific proof of any
10 loss of credit or denials during that period
11 because of TransUnion; is that correct?

12 A. Correct.

13 Q. Okay. Now, you allege that
14 these accounts were re-reported by TransUnion;
15 is that correct?

16 A. I allege that one account was
17 re-reported by TransUnion.

18 Q. And which account was that?

19 A. That was the line of credit
20 account.

21 Q. Okay. And when do you believe
22 that that account was reinserted?

23 A. I think November of, was it
24 2022, I believe, yeah. I believe it was

1 November of 2022.

2 Q. Okay. And are you aware of how
3 long it re-reported after that period?

4 A. I think to about February of
5 2023.

6 Q. Are you aware of the details of
7 how that reported during that period?

8 A. Yes. I provided copy of that
9 with the discovery.

10 Q. Is it your opinion that it was
11 reporting inaccurate during that period?

12 A. Correct.

13 Q. What about it was reporting as
14 inaccurate?

15 A. I believe it had -- the
16 balance, it didn't show that it was
17 transferred or sold to a third party. It also
18 re-aged some dates that was there. So the
19 date that they re-reported it, they actually
20 reported that as the closed date, which was
21 inaccurate.

22 Q. Did you submit any disputes for
23 that account during while it was rereporting?

24 A. I did not.

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1 Q. Okay. Are there any credit
2 denials or any sort of damages that you
3 attribute specifically to TransUnion during
4 that period of re-reporting?

5 A. Yes. I think there was a
6 Capital One account, I did get approved for it
7 but I believe at a high interest rate.

8 Q. Is that this account that
9 you're showing me here, sir?

10 A. Yes.

11 Q. Why do you believe that this
12 was based upon a TransUnion report?

13 A. Because they pulled from
14 TransUnion.

15 Q. And did you end up getting this
16 account?

17 A. Yes.

18 Q. Okay. And it looks like here,
19 this is for a Capital One Spark business card;
20 is that correct?

21 A. That's correct.

22 Q. And it was for a \$5,000 limit;
23 is that correct?

24 A. That's correct.

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1 Q. And is that the balance that
2 you sought or did you ask for a higher
3 balance?

4 A. Yeah, I believe I asked for a
5 higher balance, but I guess that was the
6 minimum for that. But they gave me the
7 highest interest rate, which I provided you a
8 copy of the interest rate range between that
9 time frame and it shows that that was the
10 highest.

11 Q. Okay. And that was for a
12 business card; is that correct?

13 A. Correct.

14 Q. So when you did your
15 application did they ask you for specific
16 business information?

17 A. No.

18 Q. What was your intention with
19 this card?

20 A. Probably business expenses and
21 stuff.

22 Q. What sort of business expenses
23 are you referring to?

24 A. I am not 100 percent sure

1 without actually looking at my expenses again.
2 Maybe gas mileage and some other stuff, maybe.
3 Yeah, I don't know 100 percent without ...

4 Q. But this card was not intended
5 for personal use?

6 A. No.

7 Q. How much in charges have you
8 incurred on this account?

9 A. I don't recall.

10 Q. Would you say that the account
11 is close to being maxed out?

12 A. No.

13 Q. Is there a balance on the card?

14 A. I believe the balance is
15 \$1,000, maybe \$1,200.

16 Q. Do you intend to make payments
17 until this is at a zero balance, i.e., do you
18 intend to pay off this card yourself?

19 A. It would be paid pretty much.

20 Q. And please explain to me why
21 you didn't just answer yes or no. Please
22 explain.

23 A. Because the question kind of
24 seems vague.

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1 Q. Okay. Do you intend, Nelson
2 Bruce, the individual, to pay from the
3 individual accounts this money or are you
4 going to rely on a third party to make these
5 payments?

6 A. The business will pay for the
7 account.

8 Q. And what business is that?

9 A. I think that's just the -- I am
10 trying to think how to explain that one. It's
11 an asset recovery, almost like unclaimed
12 funds.

13 Q. And is that a business that you
14 own?

15 A. Yes.

16 Q. What is the name of that
17 business?

18 A. LB Global Technologies.

19 Q. And when all the other
20 attorneys asked you about businesses, why is
21 this the first you're bringing it up now?

22 A. Because I am not really making
23 any income off this business. They asked me
24 about income. I am not making any income.

1 Q. Do you own LB Global
2 Technologies?

3 A. Yes.

4 Q. Are you the sole owner of LB
5 Global Technologies?

6 A. Yes.

7 Q. What assets does LB Global
8 Technologies own?

9 A. None.

10 Q. What debts does LB Global
11 Technologies hold?

12 A. I believe it's just this card.

13 Q. Did Nelson Bruce sign a
14 personal guarantee to get this card?

15 A. I believe they did do a
16 personal guarantee.

17 Q. Do you, Nelson Bruce, intend to
18 pay off any and all debts associated with this
19 card?

20 A. The business will pay.

21 Q. And if the business doesn't
22 have any assets to pay on the day that the
23 bill is due will that payment be made?

24 A. More likely, yes.

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1 Q. Now, that doesn't seem to fit
2 with your other history, where you don't pay
3 your bills, correct? So why would you pay
4 this bill on behalf of your business when
5 Nelson Bruce doesn't pay for Nelson Bruce's
6 debts? What's different about this account?

7 A. Well, I mean, the other ones
8 are still being paid as well. It's how you're
9 trying to form the impression of how they
10 being paid.

11 Q. If LB Global Technologies does
12 not pay this debt, will Nelson Bruce send a
13 check out of Nelson Bruce's personal account
14 or will Nelson Bruce expect the Federal
15 Reserve to step in and pay for the debt?

16 A. I don't recall right now.

17 Q. It's not recall, sir. It's
18 what is your intention with this card.

19 A. It's being paid, so the
20 intention is that it be paid.

21 Q. Okay. But not necessarily by
22 you personally? Maybe on your behalf?

23 A. Yeah. I don't think it matters
24 as to them as long as they get paid.

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1 Q. Okay. But your intention is to
2 make sure it gets paid and that pay is likely
3 going to come from either the company or from
4 a third party guarantor; is that correct?

5 A. I can't recall where it going
6 to come from.

7 Q. It's not a recall, sir. It's
8 your intention. When you signed this credit
9 card agreement and you issued a personal
10 guarantee did you disclose to Capital One your
11 theory about that the Federal Government would
12 act as a co-signer and essentially backstop
13 your personal guarantee?

14 A. My agreement was that they
15 would get paid and they are currently getting
16 paid.

17 Q. Okay. So do you think in any
18 way you misrepresented to Capital One that you
19 never intended on paying on this card
20 personally?

21 A. No, because they being paid.
22 Personal guarantee is the only one you
23 default.

24 Q. Okay. So you did not tell them

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1 in any way about your theory that your
2 personal guarantee is really just that the
3 Federal Government will personally guarantee
4 the funds? You didn't mention that to them
5 when you applied online, did you?

6 A. No.

7 Q. Don't you think that that's a
8 little bit misleading?

9 A. How is that misleading?

10 Q. Because you are not personally
11 guaranteeing anything. You don't pay your
12 debt, sir.

13 A. Have they said that they
14 haven't been paid?

15 Q. You don't pay your debts, do
16 you?

17 A. The business is paying them.
18 That's who is the first line to make the
19 payments, correct?

20 Q. Okay. Correct.

21 A. They got a note. The only
22 personal is when they default.

23 Q. Okay. But you are not the
24 business, correct?

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1 A. Correct.

2 Q. So on the PenFed accounts did
3 you tell PenFed before you signed up that -- I
4 assume there is a guarantee on those accounts
5 as well; is that correct?

6 A. Yes.

7 Q. Okay. And did you tell them
8 before signing up with those accounts that you
9 were not going to personally pay those, that
10 you said in the case of default that you would
11 rely on the Federal Government to backstop
12 your personal guarantees?

13 A. Well, I didn't find out about
14 that, like I said before, until later, that
15 they were already been paid.

16 Q. Have you defaulted on any other
17 loans in the last 12 months?

18 A. Twelve months, no.

19 Q. Have you defaulted on any other
20 loans in the past 24 months?

21 A. Not that I can recall.

22 Q. Okay. If we were to find
23 evidence that you have defaulted on other
24 loans in the past 12 months what would you say

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1 to that?

2 A. Like I said, I don't recall.
3 My consumer report probably shows everything,
4 so ...

5 Q. And what interest rate on the
6 Capital One account do you believe you should
7 have gotten?

8 A. I can't answer that because I'm
9 not the agency, but it's based off the
10 information being reported and since these
11 certain information has been reported of
12 course they going to give me whatever interest
13 rate that they feel based on that information.

14 Q. And do you have any
15 documentation from Capital One as to what
16 interest rate they would have given you if
17 certain information was not reported on your
18 credit report?

19 A. No.

20 Q. So it's all speculation that
21 you think you deserved a better interest rate?

22 A. I guess you can say that. I
23 don't know. I can't tell you what they would
24 have approved me for. All I can see is that

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1 the information reported has played a part in
2 what I got.

3 Q. But that's your opinion?

4 A. That's usually how it goes.

5 Q. But you have no specific
6 evidence?

7 A. I don't have specific evidence
8 of how they do they process, no.

9 Q. And you are alleging various
10 emotional damages, stress, those sort of
11 things here. My colleagues earlier
12 established that you're not really able to
13 tell in this lawsuit between how to attribute
14 those to which parties; is that correct?

15 A. Correct. I think it's a
16 mixture of both, but for TransUnion, I don't
17 think I have included that with TransUnion. I
18 don't think I did. I believe I might have,
19 but I don't 100 percent know.

20 Q. Where would I look for evidence
21 that you don't intend to claim any emotional
22 damages against TransUnion in this case?

23 A. Look in the discovery presented
24 to you. Like I said I am not 100 percent sure

1 if I did or if I didn't.

2 Q. But if you did?

3 A. I don't believe I did.

4 Q. If you did what was the
5 calculation as to what percentage of your
6 emotional damages attributed to TransUnion?

7 A. I haven't really calculated
8 that. Hard to kind of calculate, that's why I
9 just kind of threw out an estimate. I think I
10 might have put 60 if I did put down there for
11 TransUnion.

12 Q. So there is no rhyme or reason
13 to the emotional damages that you're claiming
14 here in this case; is that correct?

15 A. For TransUnion, correct.

16 Q. Okay. But there is for the
17 other defendants?

18 A. More likely. Theirs lasted
19 longer, basically.

20 Q. So it's a time calculation that
21 you have used?

22 A. That's kind of how I
23 calculated, in a way.

24 Q. And in all your other lawsuits

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1 that you have had pending in the last five
2 years have you also claimed emotional damages?

3 A. I believe I did.

4 Q. Okay. And some of those cases
5 have settled; is that correct?

6 A. Correct.

7 Q. And do some of those time
8 frames in which you were suffering from
9 emotional damages, do those overlap with some
10 of those other lawsuits?

11 A. Different time frames.

12 Q. So none of the lawsuits in any
13 way overlap by even a day?

14 A. I can't say that it does, if it
15 doesn't. I think -- yeah, I can't say whether
16 it does or if it doesn't, because I think the
17 one for TransUnion versus Rev, I think that
18 was, what, 2021, but that's related to the
19 information that TransUnion is reporting. So
20 possibility, yes, as relates to the TransUnion
21 versus Rev case.

22 Q. So over the past five years
23 when you have suffered emotional stress,
24 anxiety and all that, are you able in your

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1 mind to specifically link what lawsuit or what
2 credit or what that's associated with on that
3 given day?

4 A. Not specifically.

5 Q. Okay. So if it turns out that
6 PenFed did not sell these accounts, then do
7 you have any issue with the 2018
8 reinvestigation by TransUnion?

9 A. Probably more so of the balance
10 still, would still be the issue. So they will
11 have to not only just prove that it hasn't
12 been sold but they got to prove they didn't go
13 to the Federal Reserve either.

14 Q. So because the reinvestigation
15 occurred in 2018 and your suit was filed in
16 2022, correct, you are making the argument
17 that you only recently discovered that the
18 2018 reinvestigation wasn't reasonable; is
19 that correct?

20 A. Yeah, it wasn't reasonable. It
21 wasn't reported with maximum possible
22 accuracy.

23 Q. Okay. But the reinvestigation
24 itself is what you take issue with, correct,

1 in 2018?

2 A. Yes.

3 Q. Okay. You're not arguing today
4 that in 2018 it was inaccurate? You are not
5 submitting a claim based on the reporting that
6 stopped in 2019, are you?

7 A. No.

8 Q. Okay. So we agree that the
9 issue with whether or not TransUnion's
10 reinvestigation in 2018 was reasonable or not,
11 correct?

12 A. Correct.

13 Q. Okay. And if the basis of that
14 is because you believe that when TransUnion
15 did that reinvestigation in 2018 that they
16 essentially checked with the wrong party; is
17 that correct?

18 A. How do you mean by check with
19 the wrong party?

20 Q. Well, a reinvestigation, your
21 argument is that you learned when TransUnion
22 reinvestigated by going back to the furnisher,
23 PenFed, that PenFed no longer owned that
24 account; therefore, any reinvestigation

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1 through PenFed could not be reasonable. Am I
2 doing a fair job of summarizing your argument?

3 A. Yeah, basically.

4 Q. Okay. So if it is determined
5 that in 2018 PenFed did own that account, then
6 would you agree that that argument is down in
7 flames?

8 A. Most likely, yes.

9 Q. Okay. What would make it less
10 likely?

11 A. There's still the issue with
12 whether or not they received the funds from
13 the Federal Reserve or not, because they are
14 still disputing the balance and the balance is
15 still part of the same issue. So if they can
16 disclose that to me around that time frame,
17 that's still just like them not doing a
18 reasonable investigation or not applying
19 whatever to the account as they required to.

20 Q. But that's taking issue with
21 the accuracy of the reporting in 2018,
22 correct?

23 A. Yes, accuracy in some of the
24 information.

1 Q. And we agree that that
2 reporting stopped in 2019, correct?

3 A. Correct.

4 Q. And that portion of reporting
5 is clearly barred by the statute of
6 limitations here because it's more than three
7 years ago, correct?

8 A. Yeah, I can't admit that.

9 Q. Why not?

10 A. There is no evidence. As it
11 relates to the dispute, possibly, but the
12 requirement of the reporting with the maximum
13 possible accuracy is a little bit different.

14 Q. But we agreed that this
15 account, no matter inaccurate or how
16 inaccurate, stopped reporting in 2019,
17 correct?

18 A. Correct.

19 Q. Okay. And the only reason that
20 you think that we need to start looking at
21 this again is because you have since learned
22 when TransUnion did its reinvestigation in
23 2018 that that reinvestigation was
24 unreasonable?

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1 A. Correct.

2 Q. Do you agree that if it is
3 accurate that PenFed owned the account in 2018
4 when TransUnion did its reinvestigation that
5 that reinvestigation was reasonable?

6 A. If you just referring to the
7 fact that it's being sold or transferred to a
8 third party, I would respond yes to that.

9 Q. If it turns out that the PenFed
10 account was always reporting accurately by
11 TransUnion, do you agree that you have no
12 liability under the FCRA?

13 A. As it relates to the same thing
14 I just specified, yes.

15 Q. This one has to do with
16 accuracy. If it turns out that the accounts
17 were reported accurately, do you agree you
18 have no claims under the FCRA against
19 TransUnion?

20 A. Yes.

21 MR. PIETRZAK: I have no
22 further questions.

23 MS. JAMES: I have a couple of
24 follow-up. I am not sure if anybody

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C E R T I F I C A T E

- - -

I do hereby certify that I am a Notary Public in good standing, that the aforesaid testimony was taken before me, pursuant to notice, at the time and place indicated; that said deponent was by me duly sworn to tell the truth, the whole truth, and nothing but the truth; that the testimony of said deponent was correctly recorded in machine shorthand by me and thereafter transcribed under my supervision with computer-aided transcription; that the deposition is a true and correct record of the testimony given by the witness; and that I am neither of counsel nor kin to any party in said action, nor interested in the outcome thereof.

WITNESS my hand and official seal this 19th day of July 2024.



Kimberly A. Rue
Notary Public

EXHIBIT B-2

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

Nelson L. Bruce,)	Civil Act. No. 2:22-cv-02211-BHH-MGB
)	
Plaintiff,)	
)	PLAINTIFF'S 2 nd Supplemental RESPONSE
v.)	AND OBJECTIONS TO DEFENDANT
)	TRANS UNION FIRST SET OF
PENTAGON FEDERAL CREDIT UNION)	INTERROGATORIES TO PLAINTIFF
("PENFED"), et al.)	
)	
Defendant.)	
)	

**PLAINTIFF Nelson L. Bruce 2nd Supplemental RESPONSES AND OBJECTIONS TO
DEFENDANT TRANS UNION FIRST SET OF INTERROGATORIES TO PLAINTIFF**

Plaintiff, Nelson L. Bruce, hereby serves his 2nd Supplemental responses and objections to Defendant first of request for interrogatories to Plaintiff.

GENERAL OBJECTIONS

1. In responding to Defendant's Discovery Requests, Plaintiff has interpreted Defendant's words and phrases in accordance with their usual definitions and usages. To the extent Defendant intends any word to have a meaning other than that which is generally accepted, Plaintiff Objects because the discovery containing those words are vague and ambiguous, and they cannot be understood, even in context.

2. Plaintiff objects to each of the Defendant's Discovery Requests to the extent they ask for information, documents, or other materials that concern, reflect, embody, or constitute confidential or competitively sensitive information and do not hold any merits or are irrelevant to the claims presented in this case. Information, documents, and other materials that have been determined to be confidential will be disclosed only in the event of the entry of an appropriate protective order that governs the dissemination of such information in this case.

3. Inadvertent production of privileged information and documents by Plaintiff that are irrelevant and meritless shall not constitute a waiver of any applicable privilege.

4. Plaintiff objects to each of Defendant's Discovery Requests to the extent they ask for communications between the Plaintiff and Defendant which they already have in their possession and have already been filed on the record as Exhibits.

5. Plaintiff objects to Defendant's Discovery Requests to the extent the requests are vague, ambiguous, overly broad, unduly burdensome, and/or are irrelevant and meritless to the claims presented in this case by Plaintiff.

6. Plaintiff objects to Defendant's Discovery Requests to the extent that they seek documents or things not within Plaintiff's possession, custody, or control or that are easily available to the Defendant.

7. Plaintiff objects to Defendant's Discovery Requests to the extent that the numbered requests are duplicative of each other or of other discovery propounded by Defendant. Subject to the foregoing objections, which are specifically incorporated by reference into each of the following responses, Plaintiff hereby respond to Defendant's Discovery Requests as follows:

INTERROGATORIES

INTERROGATORY NO. 1: State Plaintiff's full name (including middle name and previous names), social security number, date of birth and addresses where plaintiff has resided or received mail, including the dates for each such address, from ten (10) years preceding the filing of the Lawsuit to the present.

Answer: Plaintiff objects to this interrogatory as being overly broad, unduly burdensome, and vague in nature as plaintiff is unaware of the dates for each addresses and to the extent defendant request for dates and addresses outside of the 2-5 year statute of limitation. Plaintiff also objects to the extent information related to this request such as a full social security number is already in Trans Union's possession, to the information can be obtained by providing the last 4 digits of plaintiff's social security number which is provided below. Subject to and without waiving any such objections, Plaintiff states that his full name is Nelson Leon Bruce, that his date of birth is [REDACTED], that the last 4 digits of his social security number is 7185, and that he has resided and or received mail at [REDACTED], P.O. Box [REDACTED] Summerville South Carolina 29484, [REDACTED] [REDACTED] at some point between 2013 – Present.

INTERROGATORY NO. 2: For each item or category of damage You claim to have suffered because of some action or inaction by Trans Union, identify and describe the nature and amount of the damages sought, how the damages were calculated, and the facts supporting Your claim that the damages resulted from some action or inaction of Trans Union.

Answer: Plaintiff objects to this interrogatory as being overly broad, unduly burdensome, and vague in nature. Plaintiff objects to this interrogatory because the answer to this interrogatory can clearly be found in plaintiff's 3rd amended complaint and any amended complaints filed and accepted by the court there after. Plaintiff further objects to the extent that Trans Union is asking plaintiff to provide damages which is up to the Jury to decide and cannot be calculated. Subject to and without waiving any such objections, Plaintiff has provided the following calculations:

COMPUTATION OF DAMAGES OF PLAINTIFF'S PENDING CLAIMS
FCRA CLAIMS OF DAMAGES

FCRA 1681n et seq.	\$94,268.99	<p>Actual damages related to failure to do a reasonable reinvestigation of plaintiff's 6-11-2018 dispute related to the 3 PenFed Accounts as plaintiff received material evidence By PenFed in the form of documentation signed by a member of PenFed notifying him around April 11, 2022 that they sold, assigned/transferred the referenced accounts to third parties (see...Plaintiff's Exhibit C) evidencing that Trans Union failed to reasonable investigate the referenced dispute as this information effects how the account should be reported in order to be accurate, complete and not misleading information. These accounts were required to be reported with a zero balance, zero amount past due, and sold and or transferred to a third party as required by the industry standards for reporting with maximum possible accuracy, Metro 2 reporting standard. A requirement which Trans Union adopted as their standard policies and procedures that must be followed for furnishers reporting information to them with accuracy as it relates to the account and the consumer thereby complying with the compliance requirement under 1681e(b) to follow for reporting consumer information with maximum possible accuracy under the FCRA. Also willfully re-inserting the Penfed Line of credit account in November of 2022 after it was deleted on or about July 2019 without notifying plaintiff within 5 business days as they had knowledge this account was deleted (see...Plaintiff's Exhibit B) in violation of 1681i(a)(5)(B)(i),(ii), 1681i(a)(5)(B)(iii)(I), (II), (III) and 1681i(a)(5)(C) (\$4,427 (line of credit balance) multiplied by 6 violations which is each section of the law referenced above = \$26,562) plus \$17,708 which the line of credit balance multiplied by 4 which is the 4 months (from November 2022 to February 2023) of this inaccurate, incomplete, misleading information being re-inserted on my consumer report without maximum possible accuracy which the information was used to determine plaintiff's credit score and ultimately used to determine plaintiff's interest rate and amount to loan plaintiff based on the debt amount reported as plaintiff applied for a Capital One Credit Card. Willful non-compliance</p>
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with the FCRA (3 PenFed Accounts: \$13,777 (credit card balance reported) + \$4,427 (line of credit balance reported) + \$31,794.99 (auto loan balance reported) = \$49,998.99 (for failure to do a reasonable re-investigation from June 2018 to July 2019). Plus \$26,562 re-insertion violations Plus \$17,708 related to the 4 months of reporting without following the compliance procedures for maximum possible accuracy.

FCRA 1681n et seq. \$16,000

Statutory damages related to failure to do a reasonable reinvestigation of plaintiff's 6-11-2018 dispute related to the 3 PenFed Accounts as plaintiff received material evidence By PenFed in the form of documentation signed by a member of PenFed notifying him around April 11, 2022 that they sold, assigned/transferred the referenced accounts to third parties (see...Plaintiff's Exhibit C) evidencing that Trans Union failed to reasonable investigate the referenced dispute as this information effects how the account should be reported in order to be accurate, complete and not misleading information. These accounts were required to be reported with a zero balance, zero amount past due, and sold and or transferred to a third party as required by the industry standards for reporting with maximum possible accuracy, Metro 2 reporting standard. A requirement which Trans Union adopted as their standard policies and procedures that must be followed for furnishers reporting information to them with accuracy as it relates to the account and the consumer thereby complying with the compliance requirement under 1681e(b) to follow for reporting consumer information with maximum possible accuracy under the FCRA. Also willfully re-inserting the Penfed Line of credit account in November of 2022 after it was deleted on or about July 2019 without notifying plaintiff within 5 business days as they had knowledge this account was deleted (see...Plaintiff's Exhibit B) in violation of 1681i(a)(5)(B)(i),(ii), 1681i(a)(5)(B)(iii)(I), (II), (III) and 1681i(a)(5)(C). \$1,000 per violation = \$6,000 (6 violations which is \$1,000 in damages for each section of the law referenced above) plus \$4,000 which is \$1,000 multiplied by 4 which is the 4 months (from November 2022 to February 2023) of the inaccurate, incomplete, misleading information being re-inserted on plaintiff's consumer report without maximum possible accuracy which the information was used to determine plaintiff's credit score and ultimately used to determine plaintiff's interest rate and amount to loan plaintiff based on the debt amount reported as plaintiff applied for a Capital One Credit Card. \$1,000 in damages for each month of reporting the 3 PenFed account after the dispute, for failure to do a reasonable re-investigation from June 2018 to July 2019 and for reporting without following the compliance procedures for maximum possible accuracy totaling \$12,000 for months.

FCRA 1681o et seq. \$94,268.99

Actual damages related to failure to do a reasonable

reinvestigation of plaintiff's 6-11-2018 dispute related to the 3 PenFed Accounts as plaintiff received material evidence By PenFed in the form of documentation signed by a member of PenFed notifying him around April 11, 2022 that they sold, assigned/transferred the referenced accounts to third parties (see...Plaintiff's Exhibit C) evidencing that Trans Union failed to reasonable investigate the referenced dispute as this information effects how the account should be reported in order to be accurate, complete and not misleading information. These accounts were required to be reported with a zero balance, zero amount past due, and sold and or transferred to a third party as required by the industry standards for reporting with maximum possible accuracy, Metro 2 reporting standard. A requirement which Trans Union adopted as their standard policies and procedures that must be followed for furnishers reporting information to them with accuracy as it relates to the account and the consumer thereby complying with the compliance requirement under 1681e(b) to follow for reporting consumer information with maximum possible accuracy under the FCRA. Also willfully re-inserting the Penfed Line of credit account in November of 2022 after it was deleted on or about July 2019 without notifying plaintiff within 5 business days as they had knowledge this account was deleted (see...Plaintiff's Exhibit B) in violation of 1681i(a)(5)(B)(i),(ii), 1681i(a)(5)(B)(iii)(I), (II), (III) and 1681i(a)(5)(C) (\$4,427 (line of credit balance) multiplied by 6 violations which is each section of the law referenced above = \$26,562) plus \$17,708 which the line of credit balance multiplied by 4 which is the 4 months (from November 2022 to February 2023) of this inaccurate, incomplete, misleading information being re-inserted on my consumer report without maximum possible accuracy which the information was used to determine plaintiff's credit score and ultimately used to determine plaintiff's interest rate and amount to loan plaintiff based on the debt amount reported as plaintiff applied for a Capital One Credit Card. Willful non-compliance with the FCRA (3 PenFed Accounts: \$13,777 (credit card balance reported) + \$4,427 (line of credit balance reported) + \$31,794.99 (auto loan balance reported) = \$49,998.99 (for failure to do a reasonable re-investigation from June 2018 to July 2019). Plus \$26,562 re-insertion violations Plus \$17,708 related to the 4 months of reporting without following the compliance procedures for maximum possible accuracy.

FCRA § 1681n(a)(2) \$471,344.95

To be determined by the Jury. Conservative Estimate of Punitive damages that may be allowed (actual damages multiplied by 5 (\$94,268.99 x 5 = \$471,344.95).

FCRA § 1681n(a)(2) \$425,600

To be determined by the Jury. Punitive damages Calculated at a Ratio of 26:6 for statutory damages which is conservatively a smaller ratio than the allowable ratio amount of 80:1 as determined in *Daugherty v. Ocwen Loan Servicing, LLC*, 701

F. App'x 246 (4th Cir. 2017), also see... *Younger v. Experian Info. Sols., Inc.*, No. 2:15-cv-00952, 2019 WL 1296256, at *13 (N.D. Ala. Mar. 21, 2019); *Saunders v. Branch Banking & Tr. Co.*, 526 F.3d at 154-55 (4th Cir. 2008), to punish and deter the defendant. (\$16,000 x 26:6 = \$425,600).

Total Estimated FCRA Actual damages = \$659,882.93

Total Estimated FCRA Statutory damages = \$441,600

COMMON LAW DEFAMATION ("LIBEL")

Defamation	\$80,000	To be determined by the Jury. Conservatively Estimated at \$80,000 to be in line with damages amount in the above cases. And as presented in plaintiff's Amended Complaint to include emotional distress also from the time spent in dealing with this situation in and outside of court, drafting documents for court, etc.
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Grand Total of all Damages with "Actual" FCRA damages = \$739,882.93

Grand Total of all Damages with "Statutory" FCRA damages = \$521,600

INTERROGATORY NO. 3: If You contend that Trans Union reported inaccurate information regarding You, Identify and describe the person or entity to whom Trans Union reported such information, the dates on which such information was reported, and what was inaccurate about the information.

Answer: Plaintiff objects to this interrogatory as it is overbroad, vague and overly burdensome and to the extent that Trans Union is already in possession of the information they are requesting which include the dates they reported information related to plaintiff to third parties. Subject to and without waiving any such objections, plaintiff states that Trans Union provided inaccurate, incomplete, unverified information to Capital One who provides credit products like credit cards which plaintiff was approved for with the highest interest rate possible (see...NLB2211 – 756) at that time and CreditKarma who uses the information to determine if plaintiff is eligible to apply for other financial services from third parties based on the information Trans Union is reporting on a daily basis therefore damaging plaintiff on a daily basis from being eligible to receive offers for credit products based. The information reported by Trans Union is inaccurate and incomplete because Trans Union allowed PenFed to report an incorrect

current status of the accounts that is required to be reported once an account has been sold or assigned/transferred to a third party. Plaintiff's call to PenFed on December 27, 2021 is material evidence that plaintiff received notifying and confirming to him that his alleged debts and accounts with PenFed did get sold and assigned/transferred to third parties in early 2018. Plaintiff received further material evidence By PenFed in the form of documentation signed by a member of PenFed notifying him around April 11, 2022 that they sold, assigned/transferred the referenced accounts to third parties and referencing the third parties (see...Plaintiff's Exhibit C) evidencing that Trans Union failed to reasonably investigate the referenced dispute as this information affects how the account should be reported in order to be accurate, complete and not misleading information and has affected plaintiff from June 2018 to July 2019 when the accounts were deleted. These accounts were required to be reported with a zero balance, zero amount past due, and sold and or transferred to a third party as required by the industry standards for reporting with maximum possible accuracy, Metro 2 reporting standard and therefore are inaccurate and incomplete information as claimed in this case. A requirement which Trans Union adopted as their standard policies and procedures that must be followed for furnishers reporting information to them with accuracy as it relates to the account and the consumer thereby complying with the compliance requirement under 1681e(b). By re-inserting the inaccurate, incomplete information regarding the PenFed Line of credit account in November of 2022 after it was deleted on or about July 2019 without notifying plaintiff within 5 business days as they had knowledge this account was deleted (see...Plaintiff's Exhibit B) in violation of 1681i(a)(5)(B)(i),(ii), 1681i(a)(5)(B)(iii)(I), (II), (III) and 1681i(a)(5)(C). The inaccurate, incomplete information was used to determine plaintiff's credit score and ultimately used to determine plaintiff's interest rate and amount to loan plaintiff based on the debt amount reported as plaintiff applied for a Capital One Credit Card on 1-20-2023. Under Trans Union's own procedures that they have adopted under Metro 2 the following is inaccurate and incomplete information: The balance of the PenFed accounts, the past due amounts of these accounts and also the Line of Credit account close date was not 11-30-2022 between 11-2022 to 2-2023 and therefore this is evidence of re-aging. On top of the above referenced inaccuracies, between 6-18-2018 to 7-2019 the PenFed Line of credit had the following inaccuracies: the date open showed opened 3-15-2018 but the other 2 bureaus as of 4-22-2022 showed opened 3-1-2018, Date of last payment showed 9-27-2017, Equifax showed 2-1-2017 and Experian showed 6-13-2017 as of 4-22-2022 and on top of that, between 11-2022 to 2-2023, the date of last payment changed to 4-2017, the closed date is wrong, it showed 9-30-2017 but it was closed before the bankruptcy was filed in 6-2017. For the Credit Card (Between 6-2018 to 7-2019): Date closed

is wrong, there was a payment documented on 12-6-2016 and no late payment until 1-2017 and could not be closed for a 30 day alleged late payment. For the Auto account (Between 6-2018 to 7-2019): date closed is wrong, there was before the bankruptcy was filed in 6-2017. Between 11- to 7-2019 the Penfed Line of credit had the following inaccuracies:

INTERROGATORY NO. 4: For each person or entity with which You have applied for credit or that has otherwise reviewed Your Consumer Report or Credit Report from five (5) years preceding the filing of the Lawsuit to the present, identify and describe the date that You applied for credit or other transactions, the type of transaction involved, and the terms offered and/or received.

Answer: Plaintiff objects to this interrogatory as it is overbroad, vague and burdensome and to the extent it is outside of the claims presented in this case and to the extent defendant is already in possession of this information and each item on plaintiff's consumer report from 2018 along with the information reported on plaintiff's consumer report as Trans Union is the source of the information on plaintiff's consumer credit file to which Trans Union is required to maintain a complete record of and to the extent that a party is not required to identify and describe the credit applied for as it is irrelevant to a claim for damages. To the extent that plaintiff has not been denied credit when the PenFed accounts were inserted and reported in his consumer file and to the extent that plaintiff did not apply for credit nor other transactions nor get approved for credit or other transactions as a result of the PenFed accounts being reported on his consumer file therefore the disclosure of would be irrelevant to and would not support any claims or defenses related to this matter against Trans Union. Subject to and without waiving any such objections, Plaintiff states that the terms of the Capital One card approved for, interest rate ranges for this card and the current balance of this card can be found in plaintiff's exhibits labeled as NLB2211-739, NLB2211-757 and NLB2211-758.

INTERROGATORY NO. 5: If You contend any application for credit or other transaction identified in response to the previous interrogatory was affected in any way by any action and/or inaction of Trans Union, identify and describe what effect such action and/or inaction allegedly had and any damage You claim to have suffered.

Answer: Plaintiff objects to this interrogatory as being overbroad, vague and ambiguous in nature to the extent it asks for information that is already placed on the record in this case as evidenced by plaintiff's amended complaint. Subject to and without waiving any such objections, Plaintiff's damages are subject but not limited to being approved for with a high interest rate on a credit card limiting on where he could go and get approved for credit, limited on credit amounts granted and or granted versus applied for from Capital One and not receiving offers based in what is being rated from the information Trans Union is reporting to third parties such as CreditKarma.com.

INTERROGATORY NO. 6: Identify and describe each and every inaccuracy You contend exists or ever existed in any Consumer Report, Credit Report, or Credit File disclosure that forms the basis of this suit or any claims You believe You have against Trans Union, including how and when You first became aware of the alleged inaccuracy.

Answer: Plaintiff objects to this interrogatory as being overbroad, vague and ambiguous in nature to the extent it asks for information that is already placed on the record in this case as evidenced by plaintiff's 3rd amended complaint. Subject to and without waiving any such objections, plaintiff states that the answer this Interrogatory is the same as provided in Interrogatory No. 3.

INTERROGATORY NO. 7: State all of the facts, describe all relevant action or inaction on the part of Trans Union, and relate the substance of any statement made by Trans Union or any of its employees on which You rely in support of Your allegations that Trans Union violated the FCRA.

Answer: Plaintiff objects to this interrogatory as being overbroad, vague and ambiguous in nature to the extent it asks for information that is already placed on the record in this case as evidenced by plaintiff's amended complaint and to the extent the answers to this interrogatory can be found above in Interrogatory No. 2 through 6. Subject to and without waiving any objections, plaintiff refers Trans Union to his 3rd amended complaint and exhibits, and the production of documents produced with plaintiff's answer to this discovery (see...NLB2211-97 and NLB2211-756).

INTERROGATORY NO. 8: Identify and describe all contacts and communications, between You (or anyone acting on Your behalf) and any consumer reporting agency, credit reporting

agency, or reseller, including but not limited to Trans Union.

Answer: Plaintiff objects to this interrogatory as it is overbroad, vague and burdensome to the extent Trans Union is already in possession of all disputes by the plaintiff and all requests for plaintiff's consumer report within the timeframe of all injuries and damages to the plaintiff. Subject to and without waiving any objections, plaintiff refers Trans Union to the production of document produced with plaintiffs answer to this discovery which provides the contacts and communications between me and any consumer reporting agency, credit reporting agency, or reseller, including Trans Union. (see...Exhibits A - J and NLB2211 – 1 to NLB2211-756)

INTERROGATORY NO. 9: Identify and describe all contacts and communications, between You (or anyone acting on Your behalf) and any furnisher of information that forms the basis of Your claims against any of the Defendants or former Defendants in this action or the furnisher of any other information that was reported as adverse in any of Your Consumer Reports, Credit Reports, or Credit File disclosures.

Answer: Plaintiff objects to this interrogatory as it is overbroad, vague and burdensome and to the extent Trans Union is already in possession of all the information requested by the plaintiff. To the extent the information requested as already been answered by any of the previous answers to defendants interrogatories and requests for discovery. Subject to and without waiving any objections, plaintiff refers Trans Union to the production of documents produced with plaintiffs answer to this discovery which provides the communications sent to Trans Union and PenFed which plaintiff is able to locate at this time. (see...NLB2211 – 1 to NLB2211 – 756).

INTERROGATORY NO. 10: If Plaintiff has sought medical treatment, mental health, or psychiatric treatment, advice, or counseling of any type, identify and describe every medical, psychiatric or mental health practitioner, therapist, counselor or professional You have seen or any medical or mental health facility to which You have been admitted from ten (10) years preceding the filing of the Lawsuit to the present.

Answer: Plaintiff objects to this interrogatory as it is overbroad and vague to the extent it asks plaintiff to prove emotional mental harm by identifying some sort of medical treatment, the provider of the

treatment/counsel/therapist or professional past the 2-5 year statute of limitations prescribed under the FCRA section 1681p. Subject to and without waiving any objections, Plaintiff states that he does not have any medical records of treatment.

INTERROGATORY NO. 11: Identify and describe each Person or Entity that You believe has knowledge of facts relating to the claims that were or are asserted in this case and describe the facts of which You believe they have knowledge.

Answer: Plaintiff believes that PenFed (has information related to the PenFed Accounts, disputes directly by the plaintiff), Trans Union (has information related to investigations and or reinvestigations, Metro 2 reporting standards and the accuracy, completeness of the information being reported), CreditKarma (has information related to matching plaintiff to offers of credit), and Capital One (has information related to the interest rate provided to plaintiff on credit approved).

INTERROGATORY NO. 12: Identify and describe Plaintiff's work history from ten (10) years preceding the filing of the Lawsuit to the present, including name of employer, address, dates of employment, and rate of pay.

Answer: Plaintiff objects to this entire interrogatory as being overly broad, unduly burdensome and vague in nature, irrelevant to this matter and would not lead to any facts, nor derive from a violation of any laws presented in plaintiff's amended complaint related to any inaccurate, incompleteness, unverified reporting of the accounts and information that would constitute as a defense, and is further objected to, to the extent that it request information that is outside of the claims in this complaint which are outside of the 2-5 year statute of limitations. Subject to and without waiving any objections, plaintiff states that he has worked for his self within the past 2-5 years working on legal matters in court related to the actions and or inactions of the defendants. Plaintiff does not have an established rate of pay because he does not work for anyone and does not receive payment on a constant daily, weekly, or monthly basis as a result of having to focus on the cases he is involved in which takes the majority of his time.

INTERROGATORY NO. 13: Identify and describe Plaintiff's total income for each year from five (5) years preceding the filing of the Lawsuit to the present, including the amount of income derived from each source.

Answer: Plaintiff objects to this entire interrogatory as being overly broad, unduly burdensome and vague in nature, irrelevant to this matter and would not lead to any facts, nor derive from a violation of any laws presented in plaintiff's 3rd amended complaint related to any inaccurate, incomplete, unverified reporting of the accounts, and bankruptcy by Trans Union in this case that would constitute as a defense, to the extent that there were no denials of credit, and is further objected to, to the extent that it request information that is outside of the claims in this complaint which are outside of the 2-5 year statute of limitations. To the extent this interrogatory has been answered in the response to interrogatory no. 12.

Supplemented Answer: Plaintiff objects to this entire interrogatory as being overly broad, unduly burdensome and vague in nature, irrelevant to this matter and would not lead to any facts, nor derive from a violation of any laws presented in plaintiff's 4th amended complaint related to any unreasonable reinvestigations and reporting with maximum possible accuracy claims. Is irrelevant to and will not constitute as a defense, to the extent that there were no denials of credit with Trans Union, and is further objected to, to the extent that it request information that is outside of the claims in this complaint which are outside of the 2-5 year statute of limitations. Subject to and without waiving any such objections, plaintiff refers defendant to the "AFFIDAVIT OF NELSON L. BRUCE which references his total income for the referenced years.

INTERROGATORY NO. 14: If you have settled Your claims with any Defendant or former Defendant in this action, identify and describe the settlement, including all monetary and non-monetary terms.

Answer: Plaintiff has not settled any claims against any defendants in this matter.

INTERROGATORY NO. 15: Identify and describe in detail Your relationship to, use of, and payment for the account(s) or other information made the basis of Your claims in the Lawsuit.

Answer: Plaintiff objects to this interrogatory as it is overbroad, vague and unduly burdensome, to the extent they are answered in plaintiff's amended complaint to the extent it has been answered by plaintiff's response to the other interrogatives and is duplicative in nature. Plaintiff objects to the extent that his claims in this case are not related to the use of the credits allegedly loaned to plaintiff. Subject to and

without waiving any objections, plaintiff states that Trans Union is already in possession of this information. That it is believed that PenFed acted as servicer to the alleged loans as there is no evidence that PenFed actually is the one who funded the alleged loans to plaintiff. That PenFed had opened an account in plaintiff's name where they receive credits that should be have been used to offset any alleged debt balances and therefore should not have been any late payments nor remaining balances. That there is no further business relationship with PenFed once they have received credits in the amount allegedly loaned to the plaintiff, when they have received credits on behalf of the plaintiff by the deposit, pledge and or transfer of his notes to the federal reserve and or treasury, that once PenFed charged-off the plaintiff's accounts to their allowance for loan and lease losses reserve account (the "ALLL" account) which is a debiting and crediting process from multiple accounts this transaction extinguishes any and all remaining balances on the account being reported and the debts are associated with another account that is not the account being reported. There is no agreement that exist where plaintiff agreed to be held liable for another account that consists of multiple consumer financial/credit charge-offs.

INTERROGATORY NO. 16: Identify and describe each method of payment used by You to pay the account(s) made the basis of Your claims in the Lawsuit, including the name of the bank or account issuer used to make the payment, account number, and the dates on which payments were made using each such method of payment.

Answer: Plaintiff objects to this interrogatory as it is overbroad, vague and unduly burdensome and vague in nature, irrelevant to this matter and would not lead to any facts, nor derive from a violation of the laws presented in plaintiff's amended complaint. Nor would constitute as a defense as plaintiff does not recall any methods of payment used by plaintiff to pay any accounts that are the basis of plaintiff's claims in this lawsuit, nor does plaintiff recall the dates of such payments. The name of the Bank is PenFed who is a party to this lawsuit and is the party in possession of such information.

Plaintiff, Nelson L. Bruce reserves the right to supplement its objections, production, and written response to the request upon the identification of additional information and non-privileged, responsive materials during discovery. Dated this 18th day of November, 2024.

Respectfully Presented,

“Without Prejudice”

Nelson L. Bruce

Nelson L. Bruce, Propria Persona, Sui Juris

“All Natural Rights Explicitly Reserved and Retained”

U.C.C.1-207/ 1-308, 1-103.6

c/o P.O. Box [REDACTED], Summerville, South Carolina 29484

Phone: [REDACTED]

Email: [REDACTED]

Verification

I, Nelson L. Bruce, hereby swear under oath as follows as required by Federal Rules of Civil Procedure Rule 33(b) 3 & 4:

1. I am a Plaintiff in the present case, a consumer, and a resident of the State of South Carolina and I am of the age of the Majority, over the age of 18;
2. I have read the 2nd Supplemental RESPONSE, AND OBJECTIONS TO DEFENDANT Trans Union, LLC FIRST SET OF INTERROGATORIES in its entirety and have personal firsthand knowledge of the facts presented to be true and correct to the best of my knowledge, information and belief and do so under penalty of the United States of America Constitution and the State of South Carolina Constitution as such so help me god.

Dated this 18th day of November, 2024.



Nelson L. Bruce

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the **PLAINTIFF Nelson L. Bruce**
2nd SUPPLEMENTAL RESPONSES AND OBJECTIONS TO DEFENDANT TRANS
UNION LLC'S FIRST SET OF REQUESTS FOR INTERROGATORIES TO PLAINTIFF
has been mailed and emailed electronically to **TRANS UNION, LLC via the: UNITED**
STATES POSTAL SERVICE by the UNITED STATES POST OFFICE via First Class
Mail.

SENT TO:

Clement Rivers LLP
Attention: Wilbur Eugene Johnson
25 Calhoun Street, Suite 400
Charleston, South Carolina 29401
Counsel for Trans Union, LLC

Quilling Selander Lownds Winslett and Moser PC
Attn: Kyle Pietrzak
6900 N Dallas Parkway, Suite 800
Plano, TX 75024
Attorney for Trans Union, LLC

Dated this 18th day of November, 2024.

“Without Prejudice”



Nelson L. Bruce, Propria Persona, Sui Juris

“All Natural Secured Rights Explicitly Reserved and Retained”

c/o P.O. Box [REDACTED], Summerville, South Carolina 29484

Phone: [REDACTED]

Email: [REDACTED]

EXHIBIT B-3

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION**

Nelson L. Bruce,

Plaintiff,

v.

PENTAGON FEDERAL CREDIT UNION
("PENFED"), et al.

Defendant.

Civil Act. No. 2:22-cv-02211-BHH-MGB

PLAINTIFF'S RULE 26(a)(1) INITIAL DISCLOSURES

Pursuant to Fed. R. Civ. P. 26(a)(1), plaintiff Nelson L. Bruce in the above-captioned case, hereby makes its Initial Disclosures.

(A) Each individual likely to have discoverable information that the disclosing party may use to support its claims or defenses:

- 1. Nelson L. Bruce**
PO Box [REDACTED]
Summerville, SC 29484

Nelson L. Bruce, the Plaintiff in this matter, is believed to have knowledge of the facts relating to the allegations made in this case, his dealings with creditors, his dealings with Trans Union and other consumer reporting agencies, and his alleged damages.

- 2. Pentagon Federal Credit Union**
P.O. Box 456
Alexandria, VA 22313
(800) 247-5626

Pentagon Federal Credit Union and its employees and representatives, are believed to have knowledge of the facts relating to the allegations made by Plaintiff in this case, the damages claimed by Plaintiff, its dealings with Plaintiff, and its dealings with Trans Union and other consumer reporting agencies.

3. James Schenck
Pentagon Federal Credit Union
2930 Eisenhower Ave.
Alexandria, VA 22314
(800) 247-5626

James Schenck, in his capacity as CEO and the President of Pentagon Federal Credit Union (PenFed Credit Union) has knowledge of all the Activities, Policies, Procedures, Associations with the Federal Reserve, PenFed's accounting , loans, transactions, collateral, assets, pledges to the Federal Reserve, accounts, credits received on behalf of electronic endorsements and Transactions of PenFed.

4. Jay Ferrin
Pentagon Federal Credit Union
2930 Eisenhower Ave.
Alexandria, VA 22314
(800) 247-5626

Jay Ferrin, in his capacity as Senior Manager, Financial Reporting at Pentagon Federal Credit Union and or VP, Corporate Controller at Pentagon Federal Credit Union. Has knowledge and information related to PenFed's accounting , loans, transactions, collateral, assets, pledges to the federal reserve, accounts, credits received on behalf of electronic endorsements and required call reports filed with the National Credit Union Association ("NCUA").

5. John Dorn
Pentagon Federal Credit Union
2930 Eisenhower Ave.
Alexandria, VA 22314
(800) 247-5626

John Dorn, in his capacity as Vice President of Collections for Pentagon Federal Credit Union (PenFed Credit Union). Has firsthand knowledge of plaintiff's Exhibit C which is a letter That he sent as an employee of PenFed evidencing that plaintiff's alleged debts have been sold, assigned/transferred to third parties and the transactions supporting.

6. Unknown Name 1

Pentagon Federal Credit Union
2930 Eisenhower Ave.
Alexandria, VA 22314
(800) 247-5626

Unknown Name 1, in her capacity as Member/Employee and or representative of Pentagon Federal Credit Union (PenFed Credit Union). Has knowledge of the first call to PenFed by plaintiff on December 27, 2021 and the information that she pulled up in PenFed's system at the time to inform the plaintiff that his alleged debts have been sold, assigned and transferred to a third party associated with the PenFed accounts in question.

7. Unknown Name 2
Pentagon Federal Credit Union
2930 Eisenhower Ave.
Alexandria, VA 22314
(800) 247-5626

Unknown Name 2, in her capacity as Member/Employee and or representative of Pentagon Federal Credit Union (PenFed Credit Union). Has knowledge of the second call to PenFed on December 27, 2021 and the information that she pulled up in PenFed's system at the time to inform the plaintiff that his alleged debts have been sold, assigned on transferred to a third party and the 3rd call where she called plaintiff to inform him of information related to the sale, assignment/transfer of the alleged debts associated with the PenFed accounts in question.

8. Nationwide Credit Corporation
5503 Cherokee Ave, Suite 100
Alexandria, VA 22312
(800) 882-7271 or 703-642-7513

Nationwide Credit Corporation and its employees and representatives, are believed to have knowledge of the facts relating to the allegations made by Plaintiff in this case, the damages claimed by Plaintiff, its dealings with Plaintiff, its dealings with Pentagon Federal Credit Union and its dealings with Trans Union and other consumer reporting agencies and plaintiff's discovery labeled NLB2211-740 to 756.

9. United Holdings Group, LLC
6400 Sheridan Dr., Ste. 138
Williamsville, NY 14221
844-511-2047

United Holdings Group and its employees and representatives, are believed to have knowledge of the facts relating to the allegations made by Plaintiff in this case, the damages claimed by Plaintiff, its dealings with Plaintiff, its dealings with Pentagon Federal Credit Union and its dealings with Trans Union and other consumer reporting agencies.

10. REV FEDERAL CREDIT UNION
PO Box 118000
Charleston, SC 29423
(843) 832-2699

Employees and representatives of REV Federal Credit Union are believed to have knowledge of the facts relating to the allegations made by Plaintiff in this case, the damages claimed by Plaintiff, its dealings with Plaintiff, its dealings with Plaintiff's other creditors, and its dealings with Trans Union, if any.

11. Clerk of U.S. Bankruptcy Court for the District of South Carolina
1100 Laurel Street
Columbia, SC 29201
(803) 765-5436

The Clerk of the U.S. Bankruptcy Court for the District of South Carolina and other employees and representatives of the Court are believed to have knowledge of the Bankruptcy case brought by Plaintiff, bearing file number 17-02941, the proceedings relating thereto, the Court's file, and their interactions with Plaintiff.

12. LexisNexis Risk Solutions Inc.
1000 Alderman Drive
Alpharetta, GA 30005
(678) 694-6000

Employees and representatives of LexisNexis Risk Solutions, Inc. are believed to have knowledge of the facts relating to the allegations made by Plaintiff in this case, the damages

claimed by Plaintiff, its dealings with Plaintiff, its dealings with Plaintiff's other creditors, and its dealings with Trans Union, if any.

13. Trans Union LLC
555 West Adams
Chicago, Illinois 60661
(312) 258-1717

Trans Union LLC, and its employees and representatives, have knowledge regarding Trans Union's computer system and database, communications and correspondence between Trans Union and Plaintiff, communications and correspondence between Trans Union and Plaintiff's alleged creditors/prospective creditors also known as data furnishers, Trans Union's dispute handling and reinvestigations, and Trans Union's policies, procedures, and training. The names of the processors who handled each of Plaintiff's disputes are contained in Trans Union's documents produced and labeled TU 1 – TU 119.

14. Don Wagner
Trans Union LLC
2 Baldwin Place
1510 Chester Pike
Crum Lynne, PA 19022
(610) 546-4600

Mr. Wagner, in his capacity as Specialist I in the Litigation Support Department with Trans Union, has knowledge regarding Trans Union's computer and database, communications and correspondence between Trans Union and Plaintiff, communications and correspondence between Trans Union and the Plaintiff's creditors/prospective creditors, Trans Union, Trans Union's dispute handling and reinvestigations, Trans Union's policies, account maintenance rules, procedures, training, Plaintiff's credit file and documents produced by Trans Union labeled TU 1 – TU 119.

15. Experian Information Solutions, Inc.
P.O. Box 2002
Allen, TX 75013
(888) 397-3742

Experian Information Solutions, Inc., and its employees and representatives, are believed to have knowledge of the facts relating to the allegations made by Plaintiff in this case, the damages claimed by Plaintiff, its dealings with Plaintiff, and its dealings with Plaintiff's creditors.

16. Equifax Information Services LLC
P.O. Box 105518
Atlanta, GA 30374
(800) 685-1111

Equifax Information Services LLC, and its employees and representatives, are believed to have knowledge of the facts relating to the allegations made by Plaintiff in this case, the damages claimed by Plaintiff, its dealings with Plaintiff, and its dealings with Plaintiff's creditors.

17. Reserve Bank of Richmond, the Federal Reserve Bank
701 E Byrd St.
Richmond, VA 23219
Atlanta, GA 30374
(804) 697-8000

Reserve Bank of Richmond, the Federal Reserve Bank its employees and representatives are believed to have knowledge of the facts relating to the allegations made by Plaintiff in this case, the damages claimed by Plaintiff, its dealings with PenFed that are associated with plaintiff including credits, drafts, collateral, security, pledges, deposits, transfers, wires, who is the real creditor that funded the alleged loan related to the plaintiff.

18. LexisNexis Risk Solutions FL Inc.
1000 Alderman Drive
Alpharetta, GA 30005
(678) 694-6000

Employees and representatives of 18.LexisNexis Risk Solutions FL Inc. are believed to have knowledge of the facts relating to the allegations made by Plaintiff in this case, the damages claimed by Plaintiff, its dealings with Plaintiff, its dealings with Plaintiff's other creditors, and its dealings with Trans Union, if any.

19. LexisNexis Risk Data Management Inc.

**1000 Alderman Drive
Alpharetta, GA 30005
(678) 694-6000**

Employees and representatives of LexisNexis Risk Data Management Inc. are believed to have knowledge of the facts relating to the allegations made by Plaintiff in this case, the damages claimed by Plaintiff, its dealings with Plaintiff, its dealings with Plaintiff's other creditors, and its dealings with Trans Union, if any.

20. The persons, entities or creditors who extended Plaintiff credit or other opportunities with higher rates and denied plaintiff credit or other opportunities to receive and benefit from credit.

The persons or entities that have extended with higher interest rates and or denied Plaintiff credit or other opportunities are believed to have knowledge regarding Plaintiff's credit history, the decision on Plaintiff's credit history, and any communications or correspondence between them and Plaintiff. The names, addresses and telephone numbers, if known, of the persons, entities or creditors who have extended or denied credit to Plaintiff and are contained in Plaintiff's documents produced and labeled NLB2211 – 1 to 758, NLB2211 - 1PC [1st call to PenFed Dec. 27. 2021], NLB2211 - 2PC [2nd call to PenFed Dec. 27. 2021], NLB2211 - 3PC [3rd call from PenFed Dec. 27. 2021], Plaintiff's Exhibits A – K, and Trans Union's documents produced and labeled TU 1 – TU 119, LexisNexis Documents produced labeled as LNRS_BRUCE000001 - LNRS_BRUCE000821.pdf, LNRS_BRUCE0001823.wav, LNRS_BRUCE0001822.WAV.wav, LNRS_BRUCE0001824.wav, LNRS_BRUCE0001825.wav, LNRS_BRUCE0001827.wav, LNRS_BRUCE0001826.wav, Experian documents produced labeled as (has not been produced), Equifax documents produced labeled as EIS-BRUCE-000001-000084, and 50 PenFed documents produced consisting of account statements, alleged promissory notes, Preapproval draft, Signed card agreement, SIGNED MEMBERSHIP APP 2.12.2016, 286 - Charge-Off and Recovery Processing Policy 2024, 286_23 -Charge-Off and Recovery Processing Policy 11.2023, policies,

procedures, and ACDV's.

Plaintiff further incorporates by reference the individuals identified by TransUnion, Experian, Equifax, LexisNexis and PenFed.

(B) A description by category and location of all documents, electronically stored information, and tangible things that are in the possession, custody, or control of the party and that the disclosing party may use to support its claims or defenses:

Plaintiff reserves the right to use any or all documents produced or identified by all defendants in this case and Plaintiff has made available all documents including confidential documents identified as NLB2211 – 1 to 758, NLB2211 - 1PC [1st call to PenFed Dec. 27. 2021], NLB2211 - 2PC [2nd call to PenFed Dec. 27. 2021], NLB2211 - 3PC [3rd call from PenFed Dec. 27. 2021], Plaintiff's Exhibits A – K and all documents produced by any other party to this action identified as TU 1 –TU 119, LNRS_BRUCE000001 - LNRS_BRUCE000821.pdf, LNRS_BRUCE0001823.wav, LNRS_BRUCE0001822.WAV.wav, LNRS_BRUCE0001824.wav, LNRS_BRUCE0001825.wav, LNRS_BRUCE0001827.wav, LNRS_BRUCE0001826.wav, Experian documents produced labeled as (has not been produced), EIS-BRUCE-000001-000084, and 50 PenFed documents produced consisting of account statements, alleged promissory notes, Preapproval draft, Signed card agreement, SIGNED MEMBERSHIP APP 2.12.2016, 286 – Charge-Off and Recovery Processing Policy 2024, 286_23 -Charge-Off and Recovery Processing Policy 11.2023, policies, procedures, and ACDV's including information obtained by subpoenas issued by plaintiff.

(C) A computation of each category of damages claimed by the disclosing party who must also make available for inspection and copying the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered.

Plaintiff is seeking statutory damages in the amount of \$441,600 against defendant Trans Union, LLC or Actual Damages in the amount of \$659,882.93 for violations of the FCRA.

Plaintiff is seeking \$333,847.43 in estimated defamation claims which are all computed as follows:

COMPUTATION OF DAMAGES OF PLAINTIFF'S PENDING CLAIMS
FCRA CLAIMS OF DAMAGES

FCRA 1681n et seq.	\$94,268.99	<p>Actual damages related to failure to do a reasonable reinvestigation of plaintiff's 6-11-2018 dispute related to the 3 PenFed Accounts as plaintiff received material evidence By PenFed in the form of documentation signed by a member of PenFed notifying him around April 11, 2022 that they sold, assigned/transferred the referenced accounts to third parties (see...Plaintiff's Exhibit C) evidencing that Trans Union failed to reasonable investigate the referenced dispute as this information effects how the account should be reported in order to be accurate, complete and not misleading information. These accounts were required to be reported with a zero balance, zero amount past due, and sold and or transferred to a third party as required by the industry standards for reporting with maximum possible accuracy, Metro 2 reporting standard. A requirement which Trans Union adopted as their standard policies and procedures that must be followed for furnishers reporting information to them with accuracy as it relates to the account and the consumer thereby complying with the compliance requirement under 1681e(b) to follow for reporting consumer information with maximum possible accuracy under the FCRA. Also willfully re-inserting the Penfed Line of credit account in November of 2022 after it was deleted on or about July 2019 without notifying plaintiff within 5 business days as they had knowledge this account was deleted (see...Plaintiff's Exhibit B) in violation of 1681i(a)(5)(B)(i),(ii), 1681i(a)(5)(B)(iii)(I), (II), (III) and 1681i(a)(5)(C) (\$4,427 (line of credit balance) multiplied by 6 violations which is each section of the law referenced above = \$26,562) plus \$17,708 which the line of credit balance multiplied by 4 which is the 4 months (from November 2022 to February 2023) of this inaccurate, incomplete, misleading information being re-inserted on my consumer report without maximum possible accuracy which the information was used to determine plaintiff's credit score and ultimately used to determine plaintiff's interest rate and amount to loan plaintiff based on the debt amount reported as plaintiff applied for a Capital One Credit Card. Willful non-compliance with the FCRA (3 PenFed Accounts: \$13,777 (credit card balance reported) + \$4,427 (line of credit balance reported) + \$31,794.99 (auto loan balance reported) = \$49,998.99 (for failure to do a reasonable re-investigation from June 2018 to July 2019). Plus \$26,562 re-insertion violations Plus \$17,708 related to the 4 months of reporting without following the compliance procedures for maximum possible accuracy.</p>
FCRA 1681n et seq.	\$16,000	<p>Statutory damages related to failure to do a reasonable reinvestigation of plaintiff's 6-11-2018 dispute related to the 3 PenFed Accounts as plaintiff received material evidence By</p>

PenFed in the form of documentation signed by a member of PenFed notifying him around April 11, 2022 that they sold, assigned/transferred the referenced accounts to third parties (see...Plaintiff's Exhibit C) evidencing that Trans Union failed to reasonable investigate the referenced dispute as this information effects how the account should be reported in order to be accurate, complete and not misleading information. These accounts were required to be reported with a zero balance, zero amount past due, and sold and or transferred to a third party as required by the industry standards for reporting with maximum possible accuracy, Metro 2 reporting standard. A requirement which Trans Union adopted as their standard policies and procedures that must be followed for furnishers reporting information to them with accuracy as it relates to the account and the consumer thereby complying with the compliance requirement under 1681e(b) to follow for reporting consumer information with maximum possible accuracy under the FCRA. Also willfully re-inserting the Penfed Line of credit account in November of 2022 after it was deleted on or about July 2019 without notifying plaintiff within 5 business days as they had knowledge this account was deleted (see...Plaintiff's Exhibit B) in violation of 1681i(a)(5)(B)(i),(ii), 1681i(a)(5)(B)(iii)(I), (II), (III) and 1681i(a)(5)(C). \$1,000 per violation = \$6,000 (6 violations which is \$1,000 in damages for each section of the law referenced above) plus \$4,000 which is \$1,000 multiplied by 4 which is the 4 months (from November 2022 to February 2023) of the inaccurate, incomplete, misleading information being re-inserted on plaintiff's consumer report without maximum possible accuracy which the information was used to determine plaintiff's credit score and ultimately used to determine plaintiff's interest rate and amount to loan plaintiff based on the debt amount reported as plaintiff applied for a Capital One Credit Card. \$1,000 in damages for each month of reporting the 3 PenFed account after the dispute, for failure to do a reasonable re-investigation from June 2018 to July 2019 and for reporting without following the compliance procedures for maximum possible accuracy totaling \$12,000 for months.

FCRA 1681o et seq. \$94,268.99

Actual damages related to failure to do a reasonable reinvestigation of plaintiff's 6-11-2018 dispute related to the 3 PenFed Accounts as plaintiff received material evidence By PenFed in the form of documentation signed by a member of PenFed notifying him around April 11, 2022 that they sold, assigned/transferred the referenced accounts to third parties (see...Plaintiff's Exhibit C) evidencing that Trans Union failed to reasonable investigate the referenced dispute as this information effects how the account should be reported in order to be accurate, complete and not misleading information. These accounts were required to be reported with a zero balance, zero amount past due, and sold and or transferred to a third party as required by the industry standards for reporting with maximum possible accuracy, Metro 2 reporting standard. A requirement which Trans Union

adopted as their standard policies and procedures that must be followed for furnishers reporting information to them with accuracy as it relates to the account and the consumer thereby complying with the compliance requirement under 1681e(b) to follow for reporting consumer information with maximum possible accuracy under the FCRA. Also willfully re-inserting the Penfed Line of credit account in November of 2022 after it was deleted on or about July 2019 without notifying plaintiff within 5 business days as they had knowledge this account was deleted (see...Plaintiff's Exhibit B) in violation of 1681i(a)(5)(B)(i),(ii), 1681i(a)(5)(B)(iii)(I), (II), (III) and 1681i(a)(5)(C) (\$4,427 (line of credit balance) multiplied by 6 violations which is each section of the law referenced above = \$26,562) plus \$17,708 which the line of credit balance multiplied by 4 which is the 4 months (from November 2022 to February 2023) of this inaccurate, incomplete, misleading information being re-inserted on my consumer report without maximum possible accuracy which the information was used to determine plaintiff's credit score and ultimately used to determine plaintiff's interest rate and amount to loan plaintiff based on the debt amount reported as plaintiff applied for a Capital One Credit Card. Willful non-compliance with the FCRA (3 PenFed Accounts: \$13,777 (credit card balance reported) + \$4,427 (line of credit balance reported) + \$31,794.99 (auto loan balance reported) = \$49,998.99 (for failure to do a reasonable re-investigation from June 2018 to July 2019). Plus \$26,562 re-insertion violations Plus \$17,708 related to the 4 months of reporting without following the compliance procedures for maximum possible accuracy.

FCRA § 1681n(a)(2)	\$471,344.95	To be determined by the Jury. Conservative Estimate of Punitive damages that may be allowed (actual damages multiplied by 5 (\$94,268.99 x 5 = \$471,344.95).
FCRA § 1681n(a)(2)	\$425,600	To be determined by the Jury. Punitive damages Calculated at a Ratio of 26:6 for statutory damages which is conservatively a smaller ratio than the allowable ratio amount of 80:1 as determined in <i>Daugherty v. Ocwen Loan Servicing, LLC</i> , 701 F. App'x 246 (4th Cir. 2017), also see... <i>Younger v. Experian Info. Sols., Inc.</i> , No. 2:15-cv-00952, 2019 WL 1296256, at *13 (N.D. Ala. Mar. 21, 2019); <i>Saunders v. Branch Banking & Tr. Co.</i> , 526 F.3d at 154-55 (4th Cir. 2008), to punish and deter the defendant. (\$16,000 x 26:6 = \$425,600).

Total Estimated FCRA Actual damages	=	\$659,882.93
Total Estimated FCRA Statutory damages	=	\$441,600

COMMON LAW DEFAMATION ("LIBEL")

Estimated Defamation	\$667,694.86	To be determined by the Jury. Calculated by multiplying the amounts reported that are required to be reported as a zero balance when sold and or
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assigned/transferred to a third party from June 2018 to June 2019 which is 12 months (\$49,998.99 x 13 = \$649,986.87). Plus when the line of credit was re-inserted with a balance of \$4,427 when it was required to be reported with a zero balance when sold and or assigned/transferred to a third party from November 2022 to February 2023 which is 4 months (\$4,427 x 4 = \$17,708) to include emotional distress also from the time spent in dealing with this situation and the emotions of litigation, drafting documents for court, etc. The total amount divided by 2 (\$667,694.86 ÷ 2 = \$333,847.43).

Plaintiff reserves the right to amend should there be other findings that require amendment.

Date this 1st day of **August, 2024**.

RESPECTFULLY PRESENTED,

“Without Prejudice”



Nelson L. Bruce, Propria Persona, Sui Juris

“All Secured Natural Rights Explicitly Reserved and Retained”

c/o P.O. Box [REDACTED], Summerville, South Carolina [29484]

Phone: [REDACTED]

Email: [REDACTED]

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the **PLAINTIFF'S RULE 26(a)(1)**
INITIAL DISCLOSURES has been mailed and emailed electronically to **TRANS UNION, LLC**.
via the: UNITED STATES POSTAL SERVICE by the UNITED STATES POST OFFICE via
First Class Mail.

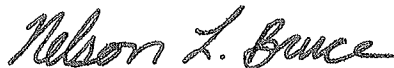
SENT TO:

Clement Rivers LLP
Attention: Wilbur Eugene Johnson
25 Calhoun Street, Suite 400
Charleston, South Carolina 29401
Counsel for Trans Union, LLC

Quilling Selander Lownds Winslett and Moser PC
Attn: Kyle Pietrzak
6900 N Dallas Parkway, Suite 800
Plano, TX 75024
Attorney for Trans Union, LLC

Dated this 1st day of August, 2024

“Without Prejudice”



Nelson L. Bruce, Propria Persona, Sui Juris

“All Secured Natural Rights Explicitly Reserved and Retained”
c/o P.O. Box [REDACTED], Summerville, South Carolina 29484

Phone: [REDACTED]

Email: [REDACTED]

EXHIBIT B-4

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
CHARLESTON DIVISION

NELSON L. BRUCE,

Plaintiff,

v.

EQUIFAX INFORMATION SERVICES,
LLC, EXPERIAN INFORMATION
SOLUTIONS, INC., TRANS UNION, LLC,
and UNKNOWN DOES 1-100,

Defendants.

CASE NO.: 2:21-cv-03603-BHH-MGB

CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

I.

RECITATIONS

WHEREAS, Nelson L. Bruce (hereinafter “Plaintiff”) brought a civil action in the United States District Court for the District of South Carolina, Charleston Division, Civil Action No. 2:21-cv-03603-BHH-MGB (hereinafter the “Lawsuit”) against Trans Union LLC (“Trans Union”). Plaintiff and Trans Union may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

WHEREAS, it is the desire of the Parties to this Confidential Settlement and Release Agreement (hereinafter this “Agreement”) to resolve all disputes arising out of, or in any way related to any acts, failures to act, omissions, facts, events, misrepresentations, transactions, occurrences, or other matters that occurred prior to Plaintiff’s signing this Agreement with the exception of the claims already presented in case numbers 2:22-cv-01292-BHH-MGB and 2:22-cv-02211-BHH-MGB.

NOW THEREFORE, in consideration of the covenants, promises and agreements contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree to the terms set forth in section II below.

II.

TERMS OF AGREEMENT

A. In consideration for the covenants, promises, and agreements granted herein, as of the date of Plaintiff's execution of this Agreement, Plaintiff does hereby compromise, settle, fully release, and forever discharge Trans Union, its attorneys, insurers, officers, directors, stockholders, agents, servants, representatives, employees, successors, predecessors, assigns, parents, affiliates and subsidiaries, whether named herein or not, of and from any and all claims, demands, controversies, actions, or causes of action of whatever kind or character which Plaintiff has held for alleged damages or relief of any kind, that may have arisen or exist based on any acts, failures to act, omissions, facts, events, misrepresentations, transactions, occurrences, or other matters that have occurred as of the date of Plaintiff's execution of this Agreement with the exception of the claims already presented in case numbers 2:22-cv-01292-BHH-MGB and 2:22-cv-02211-BHH-MGB. Plaintiff further agrees not to initiate any complaint, investigation, or proceeding against Trans Union with the Federal Trade Commission, Consumer Financial Protection Bureau, South Carolina Attorney General, Better Business Bureau, or any other federal, state or local law enforcement, regulatory or administrative commission, group, board or person, whether public or private, regarding any acts, failure to act, omissions, facts, events, misrepresentations, transactions, occurrences or other matters which are the subject of this Agreement with the exception of the claims already presented in case numbers 2:2022cv01292 (Bruce v. REV FEDERAL CREDIT UNION and 2:2022cv02211 (Bruce v. Pentagon Federal Credit Union et al.).

B. Excluded from the scope of this Agreement are the claims and causes of action relating to Trans Union's: 1) alleged reporting of Plaintiff's alleged private information without consent, 2) alleged selling of Plaintiff's consumer report without a permissible purpose and allegedly without consent 3) alleged preparation and issuance of consumer reports that included allegedly inaccurate, incomplete, untrue, incorrect, misleading and unverified information about Plaintiff, 4) alleged failure to conduct reasonable and lawful reinvestigations of Plaintiff's disputes and 5) alleged failure to provide specific procedures used to verify disputed accounts or public records when requested by Plaintiff, such claims having been previously asserted by Plaintiff in Cases 2:22-cv-01292-BHH-MGB and 2:22-cv-02211-BHH-MGB in the U.S. District Court for the District of South Carolina. Any other claims and causes of action not yet asserted by Plaintiff in the aforementioned Cases are covered by this Agreement.

C. Plaintiff promises, covenants, and agrees to never bring suit against, assert a claim against, or make demand on Trans Union, directly or indirectly, relating to the claims and causes of action hereby released, or alleged damages, acts, failures to act, omissions, facts, events, misrepresentations, transactions, occurrences, and the credit files or credit reports maintained or prepared by Trans Union, as alleged in Plaintiff's Amended Complaint.

REDACTED

REDACTED

REDACTED

I. Plaintiff understands and agrees that an Order of Dismissal with Prejudice will be entered in the Lawsuit, disposing of claims asserted against Trans Union. Plaintiff shall execute and deliver any and all further documents as may be reasonably necessary to effectuate the terms of this Agreement.

REDACTED

REDACTED

Nelson L. Bruce
NELSON L. BRUCE, *Plaintiff Pro Se*

Dated: 6-26-23

TRANS UNION LLC

By: Laura K. Rang

Printed Name: Laura K. Rang

Title: Senior Director

Date: 7/05/2023